

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

HARRISON COMPANY, L.L.C.,

Plaintiff,

v.

A-Z WHOLESALERS INC. and

BARKAT G. ALI,

Defendants.

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CIVIL ACTION NO. 3:19-CV-1057-B

**PLAINTIFF'S APPENDIX IN SUPPORT OF ITS SECOND
MOTION FOR SUMMARY JUDGMENT**

David L. Swanson
State Bar No. 19554525
dswanson@lockelord.com
Joseph A. Unis, Jr.
State Bar No. 24075625
junis@lockelord.com
LOCKE LORD LLP
2200 Ross Avenue, Suite 2800
Dallas, Texas 75201-6776
T: 214-740-8000
F: 214-740-8800

**ATTORNEYS FOR PLAINTIFF
HARRISON COMPANY, L.L.C.**

Respectfully submitted,

/s/ Joseph A. Unis, Jr.

David L. Swanson

State Bar No. 19554525

dswanson@lockelord.com

Joseph A. Unis, Jr.

State Bar No. 24075625

junis@lockelord.com

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2200 Ross Avenue, Suite 2800

Dallas, Texas 75201-6776

T: 214-740-8000

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**ATTORNEYS FOR PLAINTIFF
HARRISON COMPANY, L.L.C.**

CERTIFICATE OF SERVICE

I certify that on April 26, 2020, I filed this document using the Court's Electronic Case Filing ("ECF") system, which will automatically deliver a notice of electronic filing to Defendants' counsel of record, who are registered ECF users. Delivery of such notice of electronic filing constitutes service of this document as contemplated by Rule 5 of the Federal Rules of Civil Procedure. *See* LR 5.1.

/s/ Joseph A. Unis, Jr.

Counsel for Plaintiff

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

HARRISON COMPANY LLC,

Plaintiff,

v.

**A-Z WHOLESALERS INC. and
BARKAT G. ALI,**

Defendants.

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CIVIL ACTION NO. 3:19-CV-1057-B

DECLARATION OF WAYNE M. BAQUET, JR.

1. My name is Wayne M. Baquet, Jr. I am over twenty-one years of age, of sound mind, and otherwise competent to make this declaration. I have never been convicted of a felony or crime involving moral turpitude. All statements in my declaration are true, correct, and based upon my personal knowledge gained from my position with Harrison Company, L.L.C. (“Harrison”) and Imperial Trading Co., LLC (“Imperial”), and my review of their respective business records, including their organizational documents, documents filed with the Louisiana Secretary of State, and customer communications.

2. I have worked for Imperial for 30 years, and have been Imperial’s President and Chief Executive Officer for the past 15 years. Based on this experience and my position at Imperial, I am responsible for and familiar with all of Imperial’s operations including, but not limited to, its interest in and relationship with Harrison. Imperial is Harrison’s sole member, and I am, and have been, Harrison’s President since 2008. In connection with my duties and responsibilities as Imperial’s CEO and President and Harrison’s President, I am responsible for, and familiar with, Harrison and Imperial’s operations, financial record keeping, and accounting.

3. Harrison is a regional food distributor with its principal place of business located in Bossier City, LA. Harrison distributes products to its customers from its warehouse located at 4801 Viking Drive, Bossier City, LA 7111 (the “Bossier City Warehouse.”). Harrison owns the Bossier City Warehouse.

4. In 2008, the John D. Georges, Jr. Trust, the Eliza Blaise Georges Trust; and, the Alexandra Coleman Georges Trust (collectively, the “Trusts”) acquired Harrison’s sole member, Noble Feldman, Inc. (“Noble Feldman”). Attached to my declaration as Exhibit “1” is a true and correct copy of the Articles of Amendment to Articles of Organization of Harrison Company, L.L.C., dated June 30, 2008. On September 1, 2014, Imperial merged with Noble Feldman, Inc. Attached to my declaration as Exhibit “2” is a true and correct copy of the Certificate of Merger of Noble Feldman, LLC and Imperial Trading Co., LLC, dated September 1, 2014.

5. Imperial became, and still is, Harrison’s sole member. Imperial and Harrison share common upstream ownership (the Trusts), but Harrison and Imperial are now, and always have been, separate entities. Attached to my declaration as Exhibits “3” and “4” are true and correct copies of (i) Imperial’s organizational chart prior to September 1, 2014, and (ii) Imperial’s current organizational chart.

6. Harrison is located in Bossier City, and Imperial is located in Harahan, LA. Imperial owns and operates three warehouses, one of which is at 701 Edwards Ave, Harahan, LA 70123. Imperial has its own customers, whose orders Imperial fills from inventory in its warehouses.

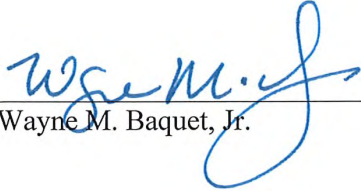
7. After Imperial merged with Noble Feldman and in my capacity as Harrison’s President, I sent an October 2014 letter to all Harrison customers, including A-Z, notifying them that “The acquisition of Harrison Company in 2008 and now its official name change to Imperial

– Bossier City further strengthens our ability to service your stores now and in the future.”

Attached to my declaration as Exhibit “5” is a true and correct copy of that letter.

8. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 22, 2021.



Wayne M. Baquet, Jr.

EXHIBIT 1

Jul 3 2008 8:08AM

Jul 3 2008 8:17

No. 1983 P. 2

**ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF
HARRISON COMPANY, L.L.C.**

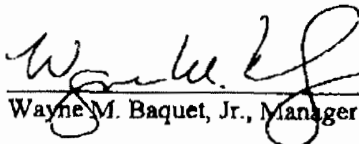
The undersigned Manager of HARRISON COMPANY, L.L.C. (the "Company"), does hereby certify that the Articles of Organization of the Company were amended pursuant to La. R.S. 12:1318(B)(6) by a resolution adopted by the written consent of the Sole Member on June 30, 2008.

Article V of the Articles of Organization was amended by said resolution to read in its entirety as follows:

**ARTICLE V
MANAGEMENT OF AFFAIRS OF COMPANY**

The business of the Company shall be managed by one or more managers, who may, but need not, be members of the Company. As of the date hereof, the managers of the Company are John D. Georges, Wayne M. Baquet, Jr., and W. Gilbert Stroud, Jr. Any one of the managers acting alone is expressly authorized to act on behalf of the Company with respect to all matters of the Company, whether or not in the ordinary course of business of the Company, and any such manager is expressly authorized to alienate, lease, encumber or otherwise deal with the immovable property of the Company. Persons dealing with the Company may rely upon the certificate of any manager to establish the membership of any member, the authenticity of any records of the Company or the authority of any person to act on behalf of the Company, including, but not limited to, the authority to take the actions referred to in La. R.S. 12:1318(B).

These Articles of Amendment are dated June 30, 2008.


Wayne M. Baquet, Jr., Manager

HAR005890

Jul 3 2008 8:09AM

Jul 3 2008 8:17

No.1933 P. 3

STATE OF LOUISIANA

PARISH OF BOSSIER

BE IT KNOWN, that on this 30th day of June, 2008, before me, the undersigned Notary Public, duly commissioned and qualified for the State and Parish aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared Wayne M. Baquet, Jr., to me known to be a Manager of HARRISON COMPANY, L.L.C., and the person who executed the foregoing Articles of Amendment to Articles of Organization in such capacity, and who declared that he is authorized to and did execute the foregoing Articles of Amendment to Articles of Organization in such capacity for the said company, as its and his free act and deed.

WITNESSES:

[Signature]
Printed Name: Brian Prater

[Signature]
Wayne M. Baquet, Jr., Manager

[Signature]
Printed Name: William Blake Bennett

[Signature]
NOTARY PUBLIC
Printed Name: William David Madlin
Notary ID or Bar No.: 09405
Commission Expires: upon death

728811_1.DOC

1/13/2021

Validate a Certificate



Louisiana

SECRETARY OF STATE

R. KYLE ARDOYN



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VALIDATE A CERTIFICATE

Louisiana Secretary of State

Certificate Validation

Certificate ID: 11322292#59E52

A Certificate was issued by the Louisiana Secretary of State, having a Certificate date of **01/12/2021**, pertaining to the entity **HARRISON COMPANY, L.L.C.**, identified by entity charter number **35397682K**.

[Enter New Cert ID](#)

GET HELP

EXHIBIT 2



Tom Schedler

SECRETARY OF STATE

As Secretary of State of the State of Louisiana, I do hereby Certify that

a copy of a Merger document whereby NOBLE FELDMAN, LLC, organized under the laws of LOUISIANA, is merged into

IMPERIAL TRADING CO., L.L.C.

Organized under the laws of LOUISIANA,

Was filed and recorded in this Office on September 4, 2014, with an effective date of September 1, 2014.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

September 4, 2014

Secretary of State

KGP 35049888K



Certificate ID: 10524415#Q8E52

To validate this certificate, visit the following web site, go to **Commercial Division, Certificate Validation**, then follow the instructions displayed.
www.sos.louisiana.gov

Page 1 of 1 on 9/4/2014 11:48:54 AM

**Plaintiffs Exhibit
P-004**

HAR000620

Toint Schiedler
SECRETARY OF STATE

State of Louisiana
Secretary of State



September 4, 2014

COMMERCIAL DIVISION
225.925.4704

Administrative Services

225.932.5317 Fax

Corporations

225.932.5314 Fax

Uniform Commercial Code

225.932.5316 Fax

The attached document of IMPERIAL TRADING CO., L.L.C. was received and filed on
September 4, 2014.

KGP 35949888K

Rev 08/09

Mailing Address: P. O. Box 94125, Baton Rouge, LA 70804-9125

Office Location: 8585 Archives Ave., Baton Rouge, LA 70809

Web Site Address: www.sos.la.gov

HAR000621

09/04/2014 09:48

(FAX)

P.0021004

CERTIFICATE OF MERGER OF
NOBLE FELDMAN, LLC AND IMPERIAL TRADING CO., L.L.C.

Noble Feldman, LLC and Imperial Trading Co., L.L.C. (individually, an "LLC," and collectively, the "LLCs") hereby certify that:

FIRST: The LLCs agree to merge.

SECOND: The name and place of organization of each of the parties to the merger are:

- (1) Noble Feldman, LLC, organized under the laws of Louisiana.
- (2) Imperial Trading Co., L.L.C., organized under the laws of Louisiana.

THIRD: The effective date of the merger shall be September 1, 2014.

FOURTH: The terms and conditions of the merger were advised, authorized and approved by the members and managers of each LLC in accordance with La. R.S. 12:1359.

FIFTH: The name of the survivor is IMPERIAL TRADING CO., L.L.C., which was organized under the laws of the State of Louisiana.

SIXTH: No amendment to the Articles of Organization of the survivor, Imperial Trading Co., L.L.C., is required on account of the merger.

SEVENTH: The executed merger agreement is on file at the principal place of business of the survivor, to wit: 701 Edwards Ave. Elmwood, LA 70123. A copy of such merger agreement shall be furnished by the survivor on request and without cost to any member of any constituent party to the merger.

IN WITNESS WHEREOF, each party has caused this Certificate of Merger to be signed in its name and on its behalf by its authorized person, this 1st day of September, 2014. Each authorized person acknowledges this Certificate of Merger to be the act and deed of the LLC on whose behalf the authorized person has executed this Certificate of Merger and, under the penalties of perjury, certifies that the matters and facts set forth herein are true in all material respects to the best of that person's knowledge, information, and belief.

NOBLE FELDMAN, LLC

By: Wayne M. Baquet, Jr.
Wayne M. Baquet, Jr., Manager

IMPERIAL TRADING CO., L.L.C.

By: Wayne M. Baquet, Jr.
Wayne M. Baquet, Jr., Manager

HAR000622

09/03/2014 14:13

(FAX)

P.003/004

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF JEFFERSON

On this 1st day of September, 2014, before me, the undersigned authority, personally came and appeared Wayne M. Baquet, Jr., who, being duly sworn, declared and acknowledged that he is the Manager of Noble Feldman, LLC, and that in such capacity he was duly authorized to and did execute the foregoing Certificate of Merger, on behalf of such limited liability company, as his and the limited liability company's true act and deed.

WITNESSES:

W. Gilbert Strand, Jr.
Printed Name: W. Gilbert Strand, Jr.
Brad P. Anderson
Printed Name: Brad P. Anderson

Wayne M. Baquet, Jr.
Wayne M. Baquet, Jr., Manager

Thomas A. Newirth Robichaux
NOTARY PUBLIC

Notary No.: Thomas A. Newirth Robichaux
My Commission Expires: SEP 15 2015
Notary Public
Parish of Orleans State of Louisiana
Lifetime Statewide Commission

HAR000623

09/04/2014 09:48

(FAX)

P.004/004

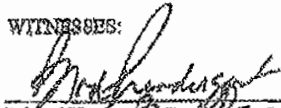
ACKNOWLEDGMENT

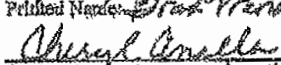
STATE OF LOUISIANA


PARISH OF JEFFERSON

On this 1st day of September, 2014, before me, the undersigned authority, personally came and appeared Wayne M. Baquet, Jr., who, being duly sworn, declared and acknowledged that he is a Manager of Imperial Trading Co., L.L.C., and that in such capacity he was duly authorized to and did execute the foregoing Certificate of Merger, on behalf of such limited liability company, as him and the limited liability company's free act and deed.

WITNESSES:


Printed Name: Brad Vandergrift


Printed Name: Cheryl Amalla


Wayne M. Baquet, Jr. Manager

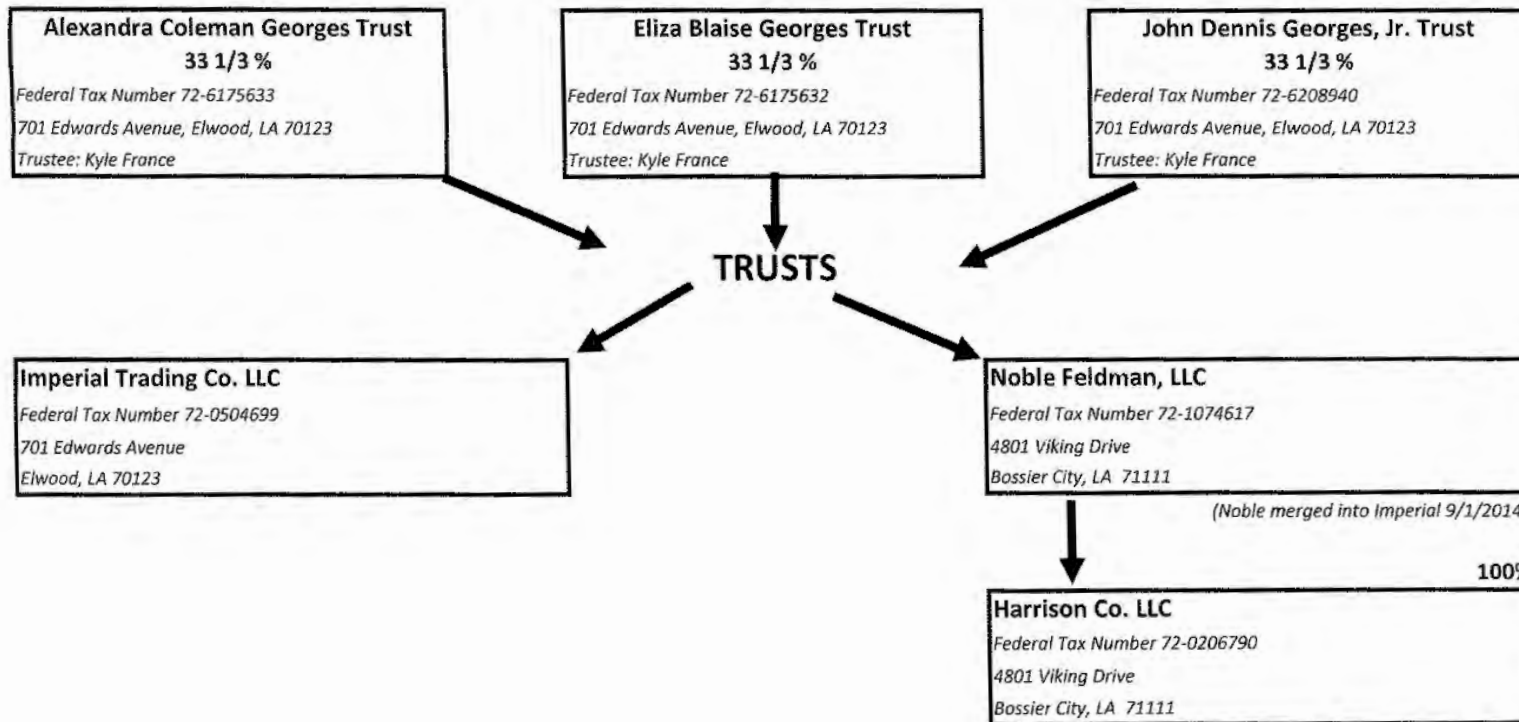

NOTARY PUBLIC

Notary No.: Thomas Ainsworth Robichaux
My Commission Expires: Notary Public
LSB # 27807 NP #87390
Parish of Orleans State of Louisiana
Lifetime Statewide Commission

EXHIBIT 3

OVERSHP - Before September 1, 2014

1/13/2021

**Officers - Imperial Trading Co. LLC / Noble Feldman, LLC / Harrison Co. LLC**

John D. Georges
Chief Executive Officer
437-90-2157 - DOB 10/16/1960
23 Audubon Place
New Orleans, LA 70118

Wayne M. Baquet, Jr.
President
439-41-8632 - DOB 4/12/1968
1816 Wedgwood Dr.
Harvey, LA 70058

Brad A. Prendergast
Secretary / Treasurer
438-29-1095 - DOB 4/6/1965
101 Saint Ann Drive, Apt. 424
Mandeville, LA 70471

* W. Gilbert Stroud, Jr.
Chief Financial Officer
439-68-3648 - DOB 7/15/1946
3309 Lake Trail Dr
Metairie, LA 70003
*(Deceased 2/26/2017)

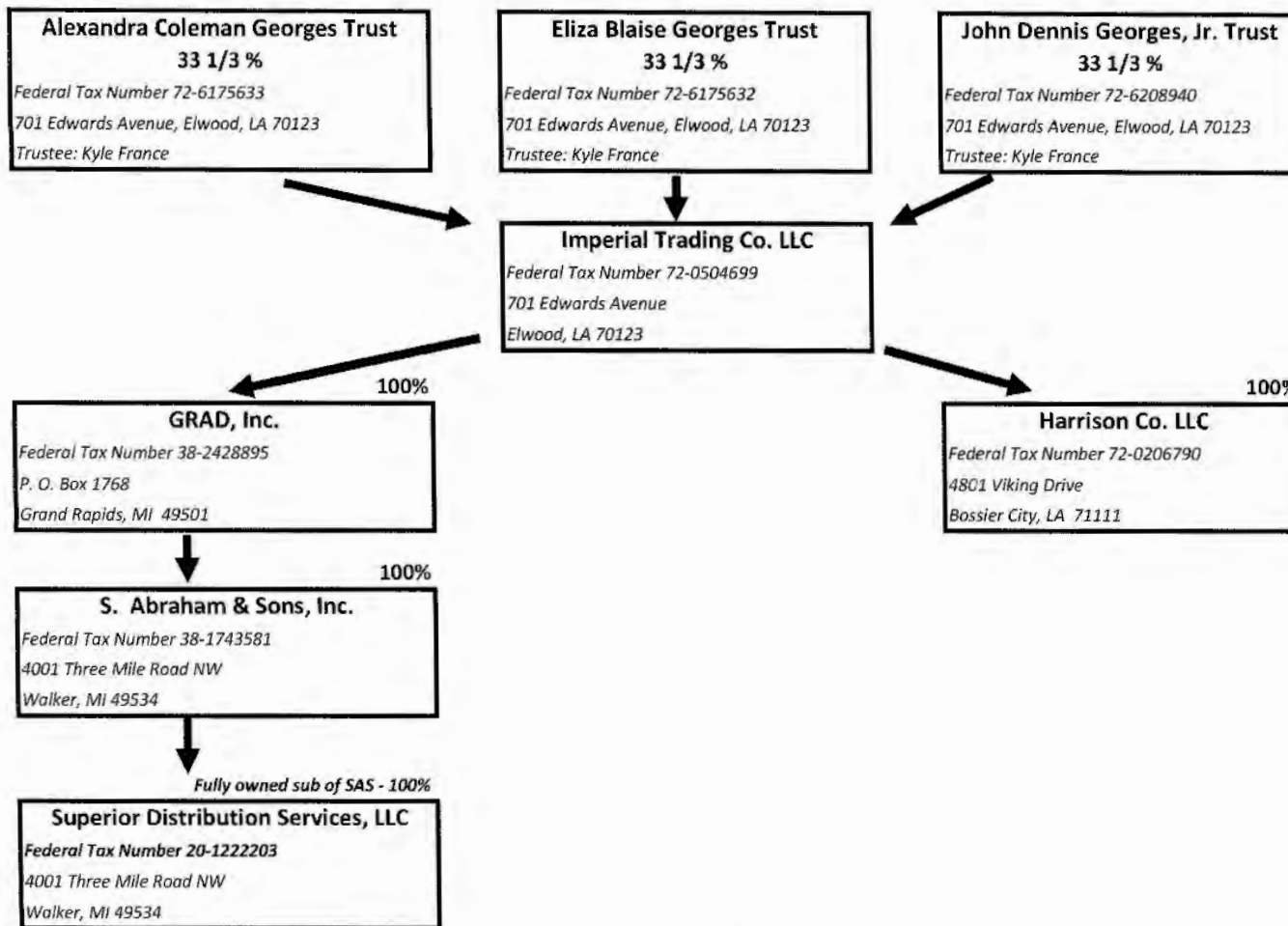
HAR006065

P-005
 Plaintiffs Exhibit

EXHIBIT 4

CURRENT OWNERSHIP

3/18/2021

**Officers - Imperial Trading Co. LLC / S. Abraham & Sons, Inc. / Harrison Co. LLC**

Wayne M. Baquet, Jr.
Chief Executive Officer / President
439-41-8632 - DOB 4/12/1968
1816 Wedgwood Dr.
Harvey, LA 70058

Brad A. Prendergast
Chief Financial Officer/Secretary/Treasurer
438-29-1095 - DOB 4/6/1965
101 Saint Ann Drive, Apt. 424
Mandeville, LA 70471

Plaintiffs Exhibit
P-007

HAR006173

EXHIBIT 5

From: Leslie Dixon <ldixon@harrisoncompany.com>
Sent: Friday, October 31, 2014 11:42 AM
To: 'Barry Johnson' <dbjohnson001@yahoo.com>; Bobby Jones <bjones@harrisoncompany.com>; 'Charlotte Thompson' <charlotte007@gt.rr.com>; Dan Burgos <dburgos@harrisoncompany.com>; 'Derris Gardner' <derrisgardner@gmail.com>; 'E. Todd' <etodd6@cox.net>; 'Earl Turnure' <earlturnure8272@comcast.net>; Jeff Lee <jlee@harrisoncompany.com>; 'Jerry Hodges' <jlhodges@comcast.net>; 'Josh Dewitt' <joshhar09@gmail.com>; Kathy Shaw <kshaw@harrisoncompany.com>; 'Kelly Austin' <KAustin795@aol.com>; Kelly Pinkerton <kpinkerton@harrisoncompany.com>; Lary Bizzell <Lbizzell@harrisoncompany.com>; Lorena Hernandez <lhernandez@harrisoncompany.com>; 'Mike Hulin' <mikehulin@gmail.com>; 'Paula West' <paulafrances@bellsouth.net>; 'Peggy Bellinger' <pbellinger@harrisoncompany.com>; 'Randy Taylor' <Taylorfrtvl@aol.com>; 'Robert Petrik' <rtpetrik@earthlink.net>; 'Rodney Thomas' <thomtravel@aol.com>; 'Ron Hunt' <ronlhunt948@sbcglobal.net>; Ron Tidball <rtidball@harrisoncompany.com>; 'Scott Lemley' <ScottLemley12@aol.com>; 'Vicky Harris' <vicky_harris@sbcglobal.net>; 'Zach Jackson' <zjackson@harrisoncompany.com>
Cc: C. Rollins (Chris Rollins) <crollins@harrisoncompany.com>
Subject: Retailer Imperial Announcement
Attach: Retailer Imperial Announcement.pdf

Good morning all

Please see attached letter.

Thanks

Leslie Dixon
Retail & Billing Administrator
Harrison Company, SR
ldixon@harrisoncompany.com
1-800-341-7567 ext. 3030

AZ000942

CP6000ZV



October 30, 2014

Dear Valued Retailers:

We are pleased to announce that effective, September 1, 2014, Harrison Company, Bossier City has legally become a division of Imperial Trading Co., LLC. This means we are one company, comprised of four divisions; Imperial – Elmwood, Louisiana, Imperial – Bossier City, Louisiana, Imperial – New Albany, Mississippi and Imperial – Cedartown, Georgia.

The acquisition of the Harrison Company in 2008 and now its official name change to Imperial – Bossier City further strengthens our ability to service your stores now and into the future. Your Bossier City team will continue to provide you customer driven service. We look forward to celebrating 100 years in business in 2016 with all our retail partners.

The Imperial brand and collateral piece name changes at Bossier City will begin soon and be finalized in 2015.

We appreciate our partnership with you.

Sincerely,

A handwritten signature in dark ink, appearing to read "Wayne M. Baquet".

Wayne M. Baquet
President

EC/dm

701 Edwards Ave./P.O. Box 23508/Elmwood, LA 70183-0508
1-800-743-1761/(504) 733-1400 (504) 736-4156 fax

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

HARRISON COMPANY LLC,

Plaintiff,

v.

A-Z WHOLESALERS INC. and
BARKAT G. ALI,

Defendants.

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CIVIL ACTION NO. 3:19-CV-1057-B

DECLARATION OF BRAD PRENDERGAST

1. My name is Brad Prendergast. I am over twenty-one years of age, of sound mind, and otherwise competent to make this declaration. I have never been convicted of a felony or crime involving moral turpitude. All statements in my declaration are true, correct, and based upon my personal knowledge gained from my positions with Harrison Company, L.L.C. (“Harrison”) and Imperial Trading Co., LLC (“Imperial”) and my review of their respective business records, including their respective credit applications, agreements, and guaranties, customer invoices, and customer statements.

2. I am Imperial’s Chief Financial Officer (“CFO”), and I have been employed by Imperial since 2006. In addition to my position at Imperial, I have held a position at Harrison since Imperial merged into Noble Feldman, Inc., on September 1, 2014. I was Harrison’s CFO and Vice President of Finance from September 2014 through June 2018. I am, and have been, Harrison’s Secretary/Treasurer since June 2018. In connection with my duties and responsibilities as Imperial’s CFO and Harrison’s Secretary / Treasurer, I am responsible for, and familiar with, Harrison and Imperial’s financial record keeping and accounting.

3. On March 11, 2011, A-Z Wholesalers, Inc. (“A-Z”) prepared and submitted to Harrison a credit application, credit agreement, and guaranty by Barkat Ali (“Ali”) (the “Credit Agreement and Guaranty”). Those are the only agreements Harrison has with A-Z and Ali. Imperial has no agreement with A-Z or Ali. Neither Harrison nor Imperial will sell to a customer without a signed and approved credit application and agreement. Harrison and Imperial generally require customers to provide one or more personal guaranties. A limited exception to that requirement, for example, is very large, well-capitalized corporate customers, unlike A-Z.

4. After A-Z and Ali executed the Credit Agreement and Guaranty, Harrison began to sell products to A-Z. Harrison has not terminated the Credit Agreement and Guaranty. After Brad Albritton left Harrison, in April 2015, I became increasingly involved in the collection and management of A-Z’s accounts with Harrison.

5. In 2011, Harrison assigned A-Z two customer numbers: 017501 (for Dallas) and 017502 (for Waco). A-Z began ordering cigarettes and other products from Harrison that Harrison provided to A-Z. Every time A-Z ordered from Harrison, Harrison sent an invoice to A-Z. During the entire time Harrison sold to A-Z, Harrison provided weekly statements to A-Z (on a date picked by A-Z) reflecting the then outstanding balance A-Z owed Harrison.

6. Harrison and Imperial integrated the two companies’ accounting systems in 2015 and 2016. Harrison and Imperial share accounting functions and a bank account; however, the companies file separate tax returns, and invoices to, and receipts from, their respective customers are distinguished and separately credited on their respective General Ledgers (either to Imperial or to Harrison).

7. As part of integrating the accounting systems in 2015, Harrison assigned A-Z new customer numbers 95750 (for Dallas) and 95751 (for Waco). Because the integrated system

required 5-digit account numbers, Harrison replaced all of its customers' old, 6-digit numbers with new, 5-digit numbers to integrate the system.

8. From March 2011 until approximately August 1, 2016, all Harrison invoices sent to A-Z for cigarettes and other products included customer numbers 017501 (for Dallas) and 017503 (for Waco).

9. From approximately May 4, 2015 until approximately August 1, 2016, all Harrison invoices sent to A-Z had two customer numbers on each of them: 017501 and 95750 (for Dallas) and 017502 and 95751 (for Waco). Collectively attached to my declaration as Exhibit "1" are true and correct copies of Harrison's May 4, 2015 invoices to A-Z (one for Dallas, and one for Waco). Collectively attached to my declaration as Exhibit "2" are true and correct copies of Harrison's August 1, 2016 invoices to A-Z (again, one for Dallas, and one for Waco). After August 1, 2016, Harrison removed the old, 6-digit account numbers from its invoices.

10. From 2015 through March 2019, all Harrison invoices and statements sent to A-Z had "Imperial" and "Bossier" on them.


11. A-Z sent checks made payable to "Imperial," and Imperial applied all payments it received from A-Z to A-Z's accounts with Harrison. All sales to A-Z were credited to Harrison (not Imperial) on its General Ledger.

12. From 2015 through 2019, A-Z received statements showing its outstanding balance due to Harrison (aka "Imperial-Bossier"). Every statement sent to A-Z in 2018, 2019, and 2020 had "Imperial" and "Bossier" on it. Collectively attached to my declaration as Exhibit "3" are true and correct copies of representative examples of Harrison's October 22, 2018,

March 1, 2019, and June 12, 2020 statements to A-Z (three for Dallas, and three for Waco). No Harrison (aka “Imperial-Bossier”) statement ever showed a “zero” balance.

13. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 22, 2021.



Brad Prendergast

EXHIBIT 1



BOSSIER

SHIP TO: A-Z WHOLESALE/DALLAS
11100 HARRY HINES BLVD.
DALLAS, TX 75229

INVOICE

69004

TERMS: DRIVER-COL

CUSTOMER NO: 95750 530 A

PAGE: 1

LOAD NO: 1-42-002

DATE: 5/04/15

HARRISON CUSTOMER # 017501

12

We do more for your store..

GST/IMP PERMIT#: 99006043

/07000620

REMARKS	TYPE	CAT	UPC	ITEM	QTY	UNIT	DESCRIPTION	COUNT	RETAIL	RET EXT	GP%	PROMO	PRICE	TAX	EXTENSION
0770018		12	7310000069	1230497	6	CTN	CAMEL SNUG ROBUPT	5/1.22	1/ 4.69	140.70	18		19.21	.0	115.26
072007	SN	12	7310000107	1230005	126	ROL	COPENHAGEN	5/1.22	1/ 5.59	3,521.70	20		22.30	.0	2,809.80
072099	SN	12	7310000121	1230018	126	ROL	COPENHAGEN LONG CUT	5/1.22	1/ 5.59	3,521.70	20		22.30	.0	2,809.80
077423	SN	12	7310000509	1230407	6	ROL	SKOAL LONG CUT PEACH	5/1.22	1/ 5.59	167.70	20		22.30	.0	133.80
077462	SN	12	7310000114	1230089	6	ROL	HUSKY LC WINTERGREEN	5/1.22	1/ 4.49	134.70	21		17.64	.0	105.84
072067	SN	12	7310000955	1230026	6	ROL	COPENHAGEN FOUCHES WTRGRN	5/1.22	1/ 4.49	134.70	21		17.64	.0	105.84
072006	SN	12	7310000901	1230430	3	ROL	SKOAL HANDIT MINT	5/1.22	1/ 5.59	83.85	20		22.30	.0	66.90
072024	SN	12	7310000876	1230020	12	ROL	COPENHAGEN LC WINTERGREEN	5/1.22	1/ 4.49	1,516.40	21		17.64	.0	1,270.08
072005	SN	12	7310000190	1230431	3	ROL	SKOAL HANDIT WINTERGREEN	5/1.22	1/ 5.59	83.85	20		22.30	.0	66.90
072047	SN	12	7310000897	1230024	36	ROL	COPENHAGEN LC STRAIGHT	5/1.22	1/ 4.49	300.20	21		17.64	.0	635.04
072049	SN	12	7310000884	1230025	9	ROL	COPENHAGEN EXT LC NATURAL	5/1.22	1/ 4.49	202.05	21		17.64	.0	158.76
072186	SN	12	7310000115	1230091	6	ROL	HUSKY LC WINTERGREEN	5/1.22	1/ 4.49	134.70	21		17.64	.0	105.84
072009	SN	12	7310000760	1230415	6	ROL	SKOAL FOUCHES STRAIGHT	5/1.22	1/ 5.59	167.70	20		22.30	.0	133.80
072401	SN	12	7310000117	1230092	6	ROL	HUSKY LC MINT	5/1.22	1/ 4.49	134.70	21		17.64	.0	105.84
072021	SN	12	7310000283	1230029	18	ROL	COPENHAGEN LC SOUTHERN HLD	5/1.22	1/ 4.49	404.10	21		17.64	.0	317.52
072051	SN	12	7310000314	1230017	36	ROL	COPENHAGEN FOUCHES	5/1.22	1/ 5.59	1,006.20	20		22.30	.0	802.80
072312	SN	12	7310000480	1230484	6	ROL	SKOAL LONG CUT APPLE	5/1.22	1/ 5.59	167.70	20		22.30	.0	133.80
070014		12	1230000023	1230682	6	CTN	CAMEL SNUG MELLOW	5/1.22	1/ 4.69	140.70	18		19.21	.0	115.26
070012		12	1230000070	1230683	6	CTN	CAMEL SNUG FRONT	5/1.22	1/ 4.69	140.70	18		19.21	.0	115.26
070016		12	1230000068	1230693	3	CTN	CAMEL SNUG WINTERCHILL	5/1.22	1/ 4.69	70.35	18		19.21	.0	57.63
ZONE: 30 TOR					# PIECES: 492										
633105		85		8540502	16	EA	TOTEROX BILLING	1/CT	1/	.00			10.00	.0	160.00
ZONE: 89					# PIECES: 16										

CATEGORY	COST	RETAIL	PROFIT%	TAX PAID
0012- CIG & TOB.	10,165.77	12,782.40	20.47	.00
0005- DISPLAYS	160.00	.00	.00	.00
CATEGORY TOTALS	10,325.77	12,782.40	19.22	.00

HK BY LO

For WE CARD information 1-800-634-3068

TOBACCO: 492

Mkt. Allow	Retail	Avg Prft%	Promotion	Sub-Total	State Tax	City Tax	County Tax
				10,325.77			

PLEASE
PAY

\$10,325.77

Payable in U.S. Funds

HAR005267

FILE COPY



DOSSIER

SHIP TO: A-Z WHOLESALE/WACO
3630 S. I-35 EXIT 331
WACO, TX 76706

INVOICE

69006

TERMS: DRIVER-COL

CUSTOMER NO: 95751 540 A PAGE: 1

LOAD NO: 1-42-003 DATE: 5/04/15

13

We do more for your store..

HARRISON CUSTOMER # 017502
CST/IMP PERMIT#: 09002175 107000620

REMARKS	TYPE	CAT	UPC	ITEM	QTY	UNIT	DESCRIPTION	COUNT	RETAIL	RET EXT	GP%	PROMO	PRICE	TAX	EXTENSION
078018		12	1230000069	1230697	2	CTN	CAMEL SNUS ROBUST	5/532	1/ 4.69	46.90	18		19.21	.0	38.42
072007	SN	12	7310000107	1230005	126	ROL	COPENHAGEN	5/1.22	1/ 5.59	3,521.70	20		22.30	.0	2,909.80
078010		12	1230000088	1230697	1	CTN	CAMEL SNUS MINT	5/532	1/ 4.69	23.45	18		19.21	.0	19.21
072071	SN	12	7310000174	1230312	36	ROL	RED SEAL FC NATURAL	5/1.52	1/ 5.29	952.20	21		20.95	.0	754.20
072099	SN	12	7310000121	1230010	72	ROL	COPENHAGEN LONG CUT	5/1.22	1/ 5.59	2,012.40	20		22.30	.0	1,605.60
072915	SN	12	7310000138	1230421	10	ROL	SKOAL LONG CUT WINTERGREEN	5/1.22	1/ 5.59	279.50	20		22.30	.0	223.00
072423	SN	12	7310000099	1230407	3	ROL	SKOAL LONG CUT PEACH	5/1.22	1/ 5.59	83.85	20		22.30	.0	66.90
072006	SN	12	7310000090	1230430	1	ROL	SKOAL MANDIT MINT	5/478	1/ 5.59	27.95	20		22.30	.0	22.30
072016	SN	12	7310000060	1230422	6	ROL	SKOAL LONG CUT STRAIGHT	5/1.22	1/ 5.59	167.70	20		22.30	.0	133.80
072179	SN	12	7310000113	1230088	10	ROL	HUSKY FC NATURAL	5/1.22	1/ 4.49	224.50	21		17.64	.0	176.40
072023	SN	12	7310000876	1230020	36	ROL	COPENHAGEN LC WINTERGREEN	5/1.22	1/ 4.49	800.20	21		17.64	.0	635.04
072047	SN	12	7310000882	1230024	36	ROL	COPENHAGEN LC STRAIGHT	5/1.22	1/ 4.49	800.20	21		17.64	.0	635.04
072602	SN	12	7310000513	1230023	2	ROL	COPE LC STRAIGHT	5/1.22	1/ 5.59	55.90	20		22.30	.0	44.60
072017	SN	12	7310000000	1230423	6	ROL	SKOAL LONG CUT MINT	5/1.22	1/ 5.59	167.70	20		22.30	.0	133.80
072055	SN	12	7310000170	1230470	2	ROL	SKOAL XTRA LC WINTERGREEN	5/1.22	1/ 4.49	44.90	21		17.64	.0	35.28
072019	SN	12	7310000884	1230025	2	ROL	COPENHAGEN EXT LC NATURAL	5/1.22	1/ 4.49	44.90	21		17.64	.0	35.28
078022		12	1230000040	1230774	3	CTN	CAMEL SNUS FROST LARGE LG	5/532	1/ 4.69	70.35	18		19.21	.0	57.63
072079	SN	12	7310000455	1230315	18	ROL	RED SEAL LONG CUT NATURAL	5/1.52	1/ 5.29	476.10	21		20.95	.0	377.10
072019	SN	12	7310000286	1230424	3	ROL	SKOAL LONG CUT CHERRY	5/1.22	1/ 5.59	83.85	20		22.30	.0	66.90
072186	SN	12	7310000115	1230091	4	ROL	HUSKY LC WINTERGREEN	5/1.22	1/ 4.49	89.00	21		17.64	.0	70.56
072354	SN	12	7310000457	1230588	2	ROL	SKOAL POUCHES MINT	5/822	1/ 5.59	55.90	20		22.30	.0	44.60
072009	SN	12	7310000769	1230415	2	ROL	SKOAL POUCHES STRAIGHT	5/822	1/ 5.59	55.90	20		22.30	.0	44.60
072401	SN	12	7310000117	1230092	3	ROL	HUSKY LC MINT	5/1.22	1/ 4.49	67.35	21		17.64	.0	52.92
072021	SN	12	7310000203	1230029	2	ROL	COPENHAGEN LC SOUTHERN SLD	5/1.22	1/ 4.49	179.60	21		17.64	.0	141.12
072051	SN	12	7310000314	1230017	18	ROL	COPENHAGEN POUCHES	5/822	1/ 5.59	503.10	20		22.30	.0	401.40
072312	SN	12	7310000490	1230404	2	ROL	SKOAL LONG CUT APPLE	5/1.22	1/ 5.59	55.90	20		22.30	.0	44.60
072457	SN	12	7310000118	1230090	2	ROL	HUSKY LC NATURAL	5/1.22	1/ 4.49	44.90	21		17.64	.0	35.28
072053	SN	12	7310000272	1230471	2	ROL	SKOAL XTRA LC MINT	5/1.22	1/ 4.49	44.90	21		17.64	.0	35.28
072077	SN	12	7310000436	1230317	10	ROL	RED SEAL LONG CUT MINT	5/1.52	1/ 5.29	264.50	21		20.95	.0	209.50
078014		12	1230000023	1230682	2	CTN	CAMEL SNUS MELLOW	5/32	1/ 4.69	46.90	18		19.21	.0	38.42
078012		12	1230000070	1230683	2	CTN	CAMEL SNUS EXOFT	5/32	1/ 4.69	46.90	18		19.21	.0	38.42
072012	SN	12	7310000288	1230455	1	ROL	SKOAL LONG CUT SPEARMINT	5/1.22	1/ 5.59	27.95	20		22.30	.0	22.30
078016		12	1230000068	1230693	2	CTN	CAMEL SNUS WINTERMILL	5/532	1/ 4.69	46.90	18		19.21	.0	38.42
ZONE: 30 TOB					# PIECES: 435										
072125		12	7310000996	1230565			ROL COPENHAGEN LC BLACK **	5/1.22	1/ 5.49	.00			21.95	.0	.00
ZONE: 99					# PIECES:										
833105		35		8540502			13 EA TOTEMOX BILLING	1/CT	1/	.00			10.00	.0	130.00
ZONE: 99					# PIECES: 13										

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For WE CARD information: 1-800-934-3368

CONTINUED

HAR004700



BOSSIER

SHIP TO: A-Z WHOLESALE/WACO
3630 S.I-35 EXIT 331
WACO, TX 76706

INVOICE

69006

TERMS: DRIVER-COL

CUSTOMER NO: 95751 540 A PAGE: 2
LOAD NO: 1-42-003 DATE: 5/04/15
13

HARRISON CUSTOMER # 017502

We do more for your store..

CST/IMP PERMIT#: 09002175 /07000630

REMARKS TYPE CAT UPC ITEM QTY UNIT DESCRIPTION COUNT RETAIL RET EXT GP% PROMO PRICE TAX EXTENSION

CATEGORY	COST	RETAIL	PROFIT%	TAX PAID
0012- CIGARETTS	9,017.72	11,430.75	20.50	.00
0085- DISPLAYS	130.00	.00	.00	.00
CATEGORY TOTALS	9,217.72	11,430.75	19.36	.00

FILE COPY

HK FW PER EMAIL

For WE CARD information 1-800-534-3968

TOBACCO: 435

Mkt. Allow	Retail	Avg Prt%	Promotion	Sub-Total	State Tax	City Tax	County Tax
				9,217.72			

PLEASE
PAY

\$9,217.72
Payable in U.S. Funds

HAR004701

EXHIBIT 2



SHIP TO: A-Z WHOLESALE/DALLAS
11100 HARRY HINES BLVD.
DALLAS, TX 75229

INVOICE

363711

TERMS: NET 30 DAYS



CUSTOMER NO: 95750 130

PAGE: 1

LOAD NO: 1-42-002

DATE: 8/01/16

HARRISON CUSTOMER # 017501

CST/IMP PERMIT#: 99006043

/07000620

90

MORE FOR YOUR STORE.

REMARKS	TYPECAT	UPC	ITEM	QTY	UNIT	DESCRIPTION	COUNT	RETAIL	RET EXT	GP%	PROMO	PRICE	TAX	EXTENSION
Deleted Item	12	7210000117	7230092		ROL	MUSKY LC MINT	5/1.2K	1/ 4.59	.00			.00	.0	.00
800569	10	2610000661	1041423	5	CTN	NEWPORT NONMENTHOL GL100B	10/20'S	1/ 7.49	224.70	10	14.40	46.66	.0	139.98
Spec Order	10	2720000387	1067733	11	CTN	PALL MALL BLUE 100B.500PF	10/20'S	1/ 5.79	636.90	18		47.23	.0	519.53
800787	10	9050000092	1041040	4	CTN	SALEM SLIM 100 BOX	10/20'S	1/ 6.89	206.70	19		56.15	.0	168.45
804070	10	2610000784	1041660	2	CTN	TRUE BLUE 100 FSC	10/20'S	1/ 7.69	153.80	18		47.93	.0	125.86
800556	10	2820000791	1041469	2	CTN	PARLIAMENT WHITE 100 BOX	10/20'S	1/ 7.29	145.80	18		59.75	.0	119.50
800506	10	2610000577	1041415	10	CTN	NEWPORT 100B SMOOTH FSC	10/20'S	1/ 7.49	749.00	18		61.06	.0	510.60
800613	10	2820000719	1041021	10	CTN	BAK MENTHOL 100 SOFT FSC	10/20'S	1/ 8.19	819.00	18		56.23	.0	668.30
800156	10	2040000008	1012640	2	CTN	MISTY MENTHOL SILVER 100 FSC	10/20'S	1/ 6.19	123.80	19		50.41	.0	100.87
800530	10	2820000437	1041376	5	CTN	MARLBORO GOLD SFT 100 FSC	10/20'S	1/ 6.99	349.50	19	.20	56.35	.0	291.75
800634	10	2820000732	1041723	3	CTN	VA SLIM MENTHOL SMOOTH 100FSC	10/20'S	1/ 7.39	221.70	19		60.11	.0	180.33
800650	10	2820000774	1041717	2	CTN	VA SLIM MENTHOL 100 BX FSC	10/20'S	1/ 7.49	147.80	19		60.11	.0	120.22
808322	10	2610000668	1041422	3	CTN	NEWPORT MENTHOL SMOOTH 100	10/20'S	1/ 7.49	224.70	18		61.06	.0	183.18
800644	10	2820000743	1041720	2	CTN	VA SLIM SILVER 100 BX FSC	10/20'S	1/ 7.39	147.80	19		60.11	.0	120.22
803900	10	4330000020	1041630	1	CTN	TARREYTON 100 FSC	10/20'S	1/ 8.49	84.90	18		49.46	.0	69.46
Spec Order	10	2720003470	1067730	17	CTN	PALL MALL BL MENTHOL.500PF	10/20'S	1/ 5.79	986.30	18		47.23	.0	802.91
800632	10	2820000731	1041724	2	CTN	VA SLIM SOFT 100 FSC	10/20'S	1/ 7.39	147.80	19		60.11	.0	120.22
800640	10	2820000772	1041718	2	CTN	VA SLIM FF 100 BOX FSC	10/20'S	1/ 7.39	147.80	19		60.11	.0	120.22
800676	10	2820000082	1041357	2	CTN	MERIT GOLD 100 SOFT FSC	10/20'S	1/ 8.19	163.80	18		46.83	.0	133.46
800169	10	2720003473	1047459	5	CTN	PALL MALL WHIPPY MEN 100BX	10/20'S	1/ 6.39	319.70	18		52.23	.0	156.69
800798	10	9050000061	1041852	7	CTN	MAVERICK MENTHOL 100 BOX	10/20'S	1/ 5.49	384.30	19		44.63	.0	312.41
800074	10	1230004599	1012589	3	CTN	DORAL SILVER UL BX 100FSC	10/20'S	1/ 6.39	191.70	18		52.23	.0	156.69
800622	10	2820000725	1041036	5	CTN	BAK LUXURY MENTHOL 100FSC	10/20'S	1/ 8.19	409.50	18		46.83	.0	334.15
Spec Order	10	2720003476	1067739	10	CTN	PALL MALL WH MENTHOL.500PF	10/20'S	1/ 5.79	579.00	18		47.23	.0	472.30
808770	10	9050000058	1041840	10	CTN	WINSTON RED 100 BOX	10/20'S	1/ 6.89	689.00	19		56.15	.0	561.50
800700	10	9050000030	1041849	5	CTN	MAVERICK RED 100 BOX	10/20'S	1/ 5.49	274.50	19		44.63	.0	223.15
800787	10	9050000091	1041845	7	CTN	SALEM 100 BOX	10/20'S	1/ 6.89	482.30	19		56.15	.0	393.05
800594	10	2820000462	1012506	2	CTN	BASIC GOLD 100 BOX FSC	10/20'S	1/ 6.89	137.80	19		55.90	.0	111.80
800560	10	2820000485	1041380	7	CTN	MARLBORO MENTHOL 100BXFSC	10/20'S	1/ 6.99	489.30	19	.20	56.35	.0	394.45
800502	10	2820000402	1012503	3	CTN	BASIC FF 100 BOX FSC	10/20'S	1/ 6.89	206.70	19		55.90	.0	167.70
800610	10	2820000723	1041026	2	CTN	BAK MENTHOL 100 BOX FSC	10/20'S	1/ 8.19	163.80	18		46.83	.0	133.66
801510	10	2610000424	1041220	1	CTN	KENT 100B FILTER FSC	10/20'S	1/ 7.69	76.90	18		62.93	.0	62.93
800070	10	1230000059	1012505	3	CTN	DORAL MEN GOLD 100BX100FSC	10/20'S	1/ 6.39	191.70	18		52.23	.0	156.69
800150	10	2040000002	1012641	2	CTN	MISTY ROSE 100 ULTRA FSC	10/20'S	1/ 6.19	123.80	19		50.41	.0	100.92
800478	10	1100000407	1012699	2	CTN	PYRAMID MEN SLIM 100BXFSC	10/20'S	1/ 5.19	103.80	19		42.09	.0	84.18
800400	10	2820000492	1012504	2	CTN	BASIC BLUE 100 SOFT FSC	10/20'S	1/ 6.89	137.80	19		55.90	.0	111.80
800734	10	2820000568	1041384	45	CTN	MARLBORO SPINLED MENTHOL	10/20'S	1/ 6.99	3,145.50	19	.20	56.35	.0	2,535.75
800012	10	1230020059	1030060	2	CTN	CAMEL 99 FILTER BOX	10/20'S	1/ 6.89	137.80	19		56.15	.0	112.30
800160	10	2720000867	1041455	20	CTN	PALL MALL RD 100 BX FSC	10/20'S	1/ 6.19	1,270.00	18		52.23	.0	1,044.60
800730	10	2820000423	1041385	45	CTN	MARLBORO SPINLED GLD100FSC	10/20'S	1/ 6.99	3,145.50	19	.20	56.35	.0	2,535.75
800010	10	1230020060	1030059	2	CTN	CAMEL 99 BLUE BOX	10/20'S	1/ 6.89	137.80	19		56.15	.0	112.30
800164	10	2720000862	1041454	15	CTN	PALL MALL BLUE 100 BX FSC	10/20'S	1/ 6.19	928.50	18		52.23	.0	783.45
800420	10	1100000408	1012701	5	CTN	PYRAMID RED 100 BOX FSC	10/20'S	1/ 5.19	259.50	19		42.09	.0	210.45
800775	10	9050000067	1041842	2	CTN	WINSTON WHITE 100 BOX	10/20'S	1/ 6.89	137.80	19		56.15	.0	112.30
800060	10	1230022092	1012598	3	CTN	DORAL GOLD LT BOX 100 FSC	10/20'S	1/ 6.39	191.70	18		52.23	.0	156.69
800730	10	2820000303	1041382	7	CTN	MARLBORO SMOOTH 100 BXFSC	10/20'S	1/ 6.99	489.30	19	.20	56.35	.0	394.45
803294	10	1230011431	1041241	1	CTN	RED KAMEL 100 BOX	10/20'S	1/ 6.89	68.90	19		56.15	.0	56.15
800716	10	28200031042	1012527	10	CTN	SLM MENTHOL 100'S BOX FSC	10/20'S	1/ 6.59	1,977.00	19	.80	52.50	.0	1,575.00

For WE CARD information 1-800-904-3368

CONTINUED

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HAR005307



SHIP TO: A-Z WHOLESALE/DALLAS
11100 HARRY HINES BLVD.
DALLAS, TX 75229

INVOICE

363711

TERMS: NET 30 DAYS

CUSTOMER NO: 95750 130

PAGE: 2

LOAD NO: 1-42-002

DATE: 8/01/16

MORE FOR YOUR STORE.

CST/IMP PERMIT#: 99006043

/07000620

HARRISON CUSTOMER # 017501

REMARKS	TYPE	CAT	UPC	ITEM	QTY	UNIT	DESCRIPTION	COUNT	RETAIL	RET EXT	GP%	PROMO	PRICE	TAX	EXTENSION
800777		10	9050000073	1041843	35	CTN	KOOL 100 BOX	10/20'S	17 6.00	2,411.50	19		56.15	.0	1,965.25
800426		10	1100000409	1012690	2	CTN	PYRAMID MENT GLD 100BXFSC	10/20'S	17 5.19	103.00	19		42.09	.0	84.18
808168		10	7200000865	1041453	15	CTN	PALL MALL MEN 100 BOX-FSC	10/20'S	17 6.39	958.50	18		52.23	.0	783.45
800390		10	1100000571	1012340	1	CTN	LIGGETT SKL SILV 100BXFSC	10/20'S	17 5.09	50.90	10		40.24	.0	40.24
808057		10	2720000738	1041100	2	CTN	CAPRI MACH BX 100 LT FSC	10/20'S	17 8.49	169.80	18		69.46	.0	138.92
800500		10	3820000392	1012502	2	CTN	BASIC FF MENTH 100 BOX	10/20'S	17 6.89	137.80	19		55.90	.0	111.80
800522		10	2820000369	1041571	3	CTN	MARLBORO RED LAB 100BXFSC	10/20'S	17 6.99	209.70	19	.20	56.35	.0	169.05
800630		10	2820000730	1041046	3	CTN	PAR DELUXE MENTH 100BXFSC	10/20'S	17 8.19	245.70	18		68.83	.0	200.49
Spec Order		10	2720000389	1067731	17	CTN	PALL MALL MENTH 100H.500FF	10/20'S	17 5.79	984.30	18		47.22	.0	802.91
800773		10	9050000061	1041041	7	CTN	WINSTON GOLD 100 BOX	10/20'S	17 6.99	489.30	19		56.15	.0	393.05
800423		10	1100000013	1012704	2	CTN	PYRAMID ORANGE 100BXFSC	10/20'S	17 5.19	103.80	19		42.09	.0	84.18
800743		10	3820000953	1041306	15	CTN	MARLBORO BLACK SP BL 100H	10/20'S	17 6.99	1,048.50	19	.20	56.35	.0	845.25
800163		10	7200003470	1041450	7	CTN	PALL MALL BLACK MEN 100BX	10/20'S	17 6.39	447.30	18		52.23	.0	365.61
800792		10	9050000055	1041051	1	CTN	HAVERICK SILVER 100 BOX	10/20'S	17 5.49	54.90	19		41.63	.0	41.63
800320		10	2820000477	1041375	3	CTN	MARLBORO MENTH 100BXFSC	10/20'S	17 6.99	209.70	19	.20	56.35	.0	169.05
800094		10	12300027079	1012587	2	CTN	DONAL RED FF BX 100 FSC	10/20'S	17 6.39	127.80	18		52.23	.0	104.46
800542		10	2820000471	1041578	15	CTN	MARLBORO MEGGOLD 100BXFSC	10/20'S	17 6.99	1,048.50	19	.20	56.35	.0	845.25
800590		10	3820000482	1012507	2	CTN	BASIC MENT SILVE 100BXFSC	10/20'S	17 6.89	137.80	19		55.90	.0	111.80
800617		10	3820000709	1041011	2	CTN	RED (KOL) 100 BOX FSC	10/20'S	17 8.19	163.80	18		68.83	.0	137.66
800310		10	2410000570	1041410	1	CTN	NEWPORT MN GOLD 100BXFSC	10/20'S	17 7.49	74.90	18		61.06	.0	61.06
800616		10	2820000727	1041016	2	CTN	RED GOLD 100 BOX FSC	10/20'S	17 8.19	163.80	18		68.83	.0	137.66
800422		10	1100000406	1012700	2	CTN	PYRAMID BLUE 100 BOX FSC	10/20'S	17 5.19	103.80	19		42.09	.0	84.18
800385		10	1100000572	1012348	1	CTN	LIGGETT SKL GOLD 100BXFSC	10/20'S	17 5.09	50.90	10		40.24	.0	40.24
800712		10	2820001022	1012520	20	CTN	L&M BLUE 100'S BOX FSC	10/20'S	17 6.59	1,318.00	19	.80	52.50	.0	1,050.00
Spec Order		10	2720000391	1067735	17	CTN	PALL MALL RED 100BX.500FF	10/20'S	17 5.79	984.30	18		47.22	.0	802.91
800794		10	9050000094	1041040	5	CTN	SALEM GOLD 100 BOX	10/20'S	17 6.99	349.50	19		56.15	.0	280.75
800746		10	2820001002	1012531	3	CTN	L&M TURKISH OLD 100 BXFSC	10/20'S	17 6.59	197.70	19	.80	52.50	.0	157.50
800700		10	3820000992	1012525	20	CTN	L&M FF 100'S BOX FSC	10/20'S	17 6.59	1,318.00	19	.80	52.50	.0	1,050.00
800514		10	2820000364	1041374	10	CTN	MARLBORO MENT FF 100BXFSC	10/20'S	17 6.99	699.00	19	.20	56.35	.0	563.50
800356		10	2610000657	1041421	15	CTN	NEWPORT NONMENTH 100BXFSC	10/20'S	17 7.49	1,123.50	18	14.40	46.66	.0	699.90
800731		10	2820000940	1041389	3	CTN	MARLBORO BLUE FF 100 BOX	10/20'S	17 6.99	209.70	19	.20	56.35	.0	169.05
800748		10	2820000964	1041397	15	CTN	MARLBORO MENT BLK 100 SPBL	10/20'S	17 6.99	1,048.50	19	.20	56.35	.0	845.25
800172		10	2720000185	1041457	7	CTN	PALL MALL ORG 100 BOX FSC	10/20'S	17 6.39	447.30	18		52.23	.0	365.61
800302		10	2610000573	1041416	210	CTN	NEWPORT BOX 100'S FSC	10/20'S	17 7.49	15,720.00	18		61.06	.0	12,822.60
800786		10	9050000096	1041047	2	CTN	SALEM SILVER 100 BOX	10/20'S	17 6.89	137.80	19		55.90	.0	111.80
800576		10	2820000470	1041379	5	CTN	MARLBORO SILVER 100 BXFSC	10/20'S	17 6.99	349.50	19	.20	56.35	.0	281.75
800747		10	2820000944	1041388	1	CTN	MARLBORO SKYLINE 100BXFSC	10/20'S	17 6.99	69.90	10	.20	56.35	.0	56.35
800790		10	9050000087	1041844	10	CTN	KOOL BLUE 100 BOX	10/20'S	17 6.89	689.00	19		56.15	.0	561.50
800512		10	2820000363	1041370	65	CTN	MARLBORO BOX 100 FSC	10/20'S	17 6.99	3,148.50	19	.20	56.35	.0	2,535.75
800592		10	2820001042	1012505	7	CTN	BASIC MENT GOLD 100 BXFSC	10/20'S	17 6.89	482.30	19		55.90	.0	391.30
800090		10	1230003999	1012586	5	CTN	DONAL MEN FF BOX 100 FSC	10/20'S	17 6.39	319.50	18		52.23	.0	261.15
800510		10	2820000465	1041377	45	CTN	MARLBORO GOLD 100'S BOXFSC	10/20'S	17 6.99	3,148.50	19	.20	56.35	.0	2,535.75
800732		10	2820000865	1038364	15	CTN	MARLBORO SEBLIND REDBOXFSC	10/20'S	17 6.99	1,048.50	19	.20	56.35	.0	845.25
800064		10	12300027043	1012077	2	CTN	DONAL MEN FF BOX KS FSC	10/20'S	17 6.39	127.80	18		52.23	.0	104.46
800733		10	2820003192	1038373	2	CTN	MARLBORO EDGE BOX	10/20'S	17 6.99	139.80	19	.20	56.35	.0	112.70
800532		10	2820000304	1038353	120	CTN	MARLBORO GOLD KING BOXFSC	10/20'S	17 6.99	8,388.00	19	.20	56.35	.0	6,762.00
800737		10	2820000952	1038360	7	CTN	MARLBORO BLACK SP BL BOX	10/20'S	17 6.99	489.30	19	.20	56.35	.0	394.45
800749		10	2820000954	1038367	5	CTN	MARLBORO MEN BLACK SP BL	10/20'S	17 6.99	349.50	19	.20	56.35	.0	281.75

For WE CARD information 1-800-534-3966

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HAR005308



SHIP TO: A-Z WHOLESALE/DALLAS
11100 HARRY HINES BLVD.
DALLAS, TX 75229

INVOICE

363711

TERMS: NET 30 DAYS

CUSTOMER NO: 95750 130

PAGE: 3

LOAD NO: 1-42-002

DATE: 8/01/16

MORE FOR YOUR STORE.

CST/IMP PERMIT#: 99006043

07/000620

HARRISON CUSTOMER # 017501

REMARKS	TYPE CAT	UPC	ITEM	QTY UNIT	DESCRIPTION	COUNT	RETAIL	RET EXT	GP%	PROMO	PRICE	TAX	EXTENSION
806254	10	4799585524	1063158	3	CTN AMER SPIRIT ORGANIC TUBOS	10/20'S	17 7.69	230.70	18		62.90	.0	188.70
808745	10	9050000095	1038790	2	CTN SALEM SILVER KING BOX	10/20'S	17 6.89	137.80	19		56.15	.0	112.30
803270	10	1230000054	1038101	1	CTN RED KAMEL BOX	10/20'S	17 6.89	118.90	19		56.15	.0	56.15
801503	10	2820031852	1038371	2	CTN MARLBORO 035 BOX	10/20'S	17 6.99	119.00	19	.20	56.35	.0	112.70
808262	10	4799585522	1063142	2	CTN AMER SPIRIT GREENDRY KCBX	10/20'S	17 7.69	130.80	18		62.90	.0	125.80
808544	10	2820000477	1038340	10	CTN MARLBORO SILVER BX KS FSC	10/20'S	17 6.99	699.00	19	.20	56.35	.0	563.50
808412	10	1100000493	1012591	1	CTN PYRAMID BLUE KING BOXFSC	10/20'S	17 5.19	51.90	19		42.09	.0	42.09
808100	10	2670000575	1038395	120	CTN NEWPORT KINGS BOX FSC	10/20'S	17 7.49	898.80	18		61.06	.0	7,327.20
808014	10	1230000003	1038047	2	CTN CAMEL FILTER HARD PK FSC	10/20'S	17 6.89	137.80	19		56.15	.0	112.30
908270	10	4799585525	1063159	2	CTN AMER SPIRIT ORGANIC-GOLD	10/20'S	17 7.69	130.80	18		62.90	.0	125.80
808500	10	2820000357	1038340	90	CTN MARLBORO BOX KING BX FSC	10/20'S	17 6.99	6,291.00	19	.20	56.35	.0	5,071.50
808779	10	9050000086	1038785	5	CTN KOOL BLUE KING BOX	10/20'S	17 6.89	344.50	19		56.15	.0	280.75
808658	10	2820000784	1038455	7	CTN PARLIAMENT WHITE KS BOXFSC	10/20'S	17 7.29	510.30	18		59.75	.0	418.25
808771	10	9050000057	1038780	12	CTN WINSTON RED KING BOX	10/20'S	17 6.89	826.00	19		56.15	.0	673.80
808509	10	2820000161	1038344	15	CTN MARLBORO MENTH BX KS FSC	10/20'S	17 6.99	1,048.50	19	.20	56.35	.0	945.25
808548	10	2820000481	1038349	5	CTN MARLBORO MEN SILV KSBXFSC	10/20'S	17 6.99	349.50	19	.20	56.35	.0	291.75
808026	10	1230000094	1038078	15	CTN CAMEL CRUSH SILVER MEN BX	10/20'S	17 6.89	1,033.50	19		56.15	.0	842.25
808783	10	9050000093	1038789	3	CTN SALEM GOLD KING BOX	10/20'S	17 6.89	206.70	19		56.15	.0	160.45
806588	10	3870030432	1012033	2	CTN BASIC GOLD BOX KING FSC	10/20'S	17 6.89	137.80	19		55.90	.0	111.80
808320	10	2610000670	1038401	5	CTN NEWPORT MENTH SMOOTH BOX	10/20'S	17 7.49	374.50	18		61.06	.0	305.30
808024	10	1230000093	1038077	10	CTN CAMEL CRUSH REG MENTH BOX	10/20'S	17 6.89	689.00	19		56.15	.0	561.50
808034	10	1230035691	1038043	2	CTN CAMEL NO.9 BX KING FSC	10/20'S	17 6.89	137.00	19		56.15	.0	112.30
808258	10	4799585509	1063147	7	CTN AMER SPIRIT YELLOW KS BOX	10/20'S	17 7.69	538.30	18		62.90	.0	440.30
808122	10	2720000051	1038449	7	CTN PALL MALL RED KS BOX FSC	10/20'S	17 6.39	447.30	18		52.23	.0	365.61
808264	10	4799585508	1063143	5	CTN AMER SPIRIT GREEN LT KING	10/20'S	17 7.69	384.50	18		62.90	.0	414.50
808736	10	2820000422	1038366	45	CTN MARLBORO SPBLND GOLDBX FSC	10/20'S	17 6.99	3,145.50	19	.20	56.35	.0	2,535.75
808020	10	1230000007	1038057	5	CTN CAMEL BLUE LT BOX KS FSC	10/20'S	17 6.89	344.50	19		56.15	.0	280.75
808602	10	2820030502	1012041	2	CTN BASIC BLUE KS BOX FSC	10/20'S	17 6.89	137.80	19		55.90	.0	111.80
808776	10	9050000071	1038783	15	CTN KOOL KING BOX	10/20'S	17 6.89	1,033.50	19		56.15	.0	842.25
808552	10	2820000264	1038354	12	CTN MARLBORO BLD 27 KS BX FSC	10/20'S	17 6.99	839.00	19	.20	56.35	.0	676.20
808167	10	2610000660	1038390	2	CTN NEWPORT NONMENTHOL GLD BX	10/20'S	17 7.49	149.80	18	14.40	46.66	.0	83.32
808774	10	9050000062	1038782	2	CTN WINSTON WHITE KING BOX	10/20'S	17 6.99	137.80	19		56.15	.0	112.30
808541	10	2820000323	1038363	10	CTN MARLBORO SMOOTH BOX FSC	10/20'S	17 6.89	699.00	19	.20	56.35	.0	563.50
808781	10	9050000090	1038788	5	CTN SALEM KING BOX	10/20'S	17 6.89	344.50	19		56.15	.0	380.75
808260	10	4799585521	1063146	2	CTN AMER SPIRIT CELADON KS BX	10/20'S	17 7.69	130.80	18		62.90	.0	125.80
808235	10	2820031772	1038369	20	CTN MARLBORO NXT BOX	10/20'S	17 6.99	1,398.00	19	.20	56.35	.0	1,127.00
808316	10	2610000583	1038397	2	CTN NEWPORT MENTH BLDE BOX FSC	10/20'S	17 7.49	149.80	18		61.06	.0	122.12
808000	10	1230000081	1038104	2	CTN ECLIPSE BOX K	10/20'S	17 6.89	169.80	18		59.46	.0	138.92
808002	10	1230032790	1038049	3	CTN CAMEL TURK SILVER BX FSC	10/20'S	17 6.89	206.70	19		56.15	.0	168.45
808770	10	1230019741	1038079	30	CTN CAMEL CRUSH BOX FSC	10/20'S	17 6.89	2,067.00	19		56.15	.0	1,684.50
808772	10	9050000059	1038781	5	CTN WINSTON GOLD KING BOX	10/20'S	17 6.89	344.50	18		56.15	.0	280.75
808166	10	2720000654	1038450	10	CTN PALL MALL BLUE KS BX FSC	10/20'S	17 6.39	639.00	18		52.23	.0	522.30
808710	10	2820031002	1012056	12	CTN LAM BLDE KING BOX FSC	10/20'S	17 6.59	790.80	19	.80	52.50	.0	630.00
808360	10	3810000656	1038399	5	CTN NEWPORT NONMENTH KSBX FSC	10/20'S	17 7.49	374.50	18	14.40	46.66	.0	233.30
808705	10	2820030982	1012056	12	CTN LAM VV KINGS BOX FSC	10/20'S	17 6.59	790.80	19	.80	52.50	.0	630.00
808300	10	2610000576	1038396	1	CTN NEWPORT MENTH GOLD BOXFSC	10/20'S	17 7.49	74.90	18		61.06	.0	61.06
808320	10	2820000160	1038341	2	CTN MARLBORO RED LABEL BX FSC	10/20'S	17 6.99	139.80	19	.20	56.35	.0	112.70
808252	10	4799585508	1063145	7	CTN AMER SPIRIT BLUE KING BOX	10/20'S	17 7.69	538.30	18		62.90	.0	440.30

For WE CARD information 1-800-934-3986

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HAR005309



SHIP TO: A-Z WHOLESALE/DALLAS
11100 HARRY HINES BLVD.
DALLAS, TX 75229

INVOICE

363711

TERMS: NET 30 DAYS

CUSTOMER NO: 95750 130

PAGE: 4

LOAD NO: 1-42-002

DATE: 8/01/16

HARRISON CUSTOMER # 017501

CST/IMP PERMIT#: 99006043

07000620

90

MORE FOR YOUR STORE.

REMARKS	TYPE CAT	UPC	ITEM	QTY UNIT	DESCRIPTION	COUNT	RETAIL	RET EXT	GP%	PROMO	PRICE	TAX	EXTENSION
B08170		10 2720000859	1038445	5 CTN	PALL MALL MEN BOX KS FSC	10/20'S	1/ 6.39	319.50	18		52.23	.0	261.15
B08526		10 2820000176	1038351	2 CTN	MARLBORO MEN BLUE KS BX FSC	10/20'S	1/ 6.99	139.80	19	.20	56.35	.0	112.70
B08714		10 2820031032	1012057	15 CTN	LAM MENTHOL KING BOX FSC	10/20'S	1/ 6.54	981.50	19	.80	52.50	.0	787.50
B01385		10 2610000514	1038185	2 CTN	KENT GOLDEN KINGS	10/20'S	1/ 7.69	153.80	18		62.93	.0	125.86
B08268		10 4799595523	1063148	3 CTN	AMER SPIRIT ORANGE KS BOX	10/20'S	1/ 7.69	230.70	18		62.90	.0	189.70
B08535		10 2820000401	1038343	20 CTN	MARLBORO MEN GOLD KS BX FSC	10/20'S	1/ 6.99	1,398.00	19	.20	56.35	.0	1,127.00
B08744		10 2820031392	1012062	3 CTN	LAM TURKISH BLD KING BX'S	10/20'S	1/ 6.89	197.70	19	.80	52.50	.0	157.50
B08504		10 2820000359	1038245	10 CTN	MARLBORO SOFT KING SZ FSC	10/20'S	1/ 6.99	699.00	19	.20	56.35	.0	563.50
B08718		10 9050000072	1038784	5 CTN	KOOL KING SD	10/20'S	1/ 6.89	344.50	19		56.15	.0	280.75
B08304		10 2610000570	1038393	5 CTN	NEMPHO KINGS SOFT FSC	10/20'S	1/ 7.49	374.50	18		61.06	.0	305.30
B08543		10 2820000324	1038372	3 CTN	MARLBORO SOUTHERN CUT BOX	10/20'S	1/ 6.99	209.70	19	.20	56.35	.0	169.05
Spec Order		10 1230050284	1067839	11 CTN	RED KAMEL FILTER 9.50 OFF	10/20'S	1/ 6.29	691.90	19		51.15	.0	562.65
B08570		10 2820000386	1038362	3 CTN	MARLBORO 72'S SILVE BX FSC	10/20'S	1/ 6.99	209.70	19	.20	56.35	.0	169.05
B08562		10 2820000961	1038350	5 CTN	MARLBORO 72'S BLUE BX FSC	10/20'S	1/ 6.99	349.50	19	.20	56.35	.0	281.75
Spec Order		10 1230050287	1067840	11 CTN	RED KAMEL SMOOTH 9.50 OFF	10/20'S	1/ 6.29	691.90	19		51.15	.0	562.65
B08565		10 2820000063	1038360	20 CTN	MARLBORO 72'S RED BOX FSC	10/20'S	1/ 6.99	1,398.00	19	.20	56.35	.0	1,127.00
B08568		10 2820000965	1038361	12 CTN	MARLBORO 72'S GOLD BX FSC	10/20'S	1/ 6.99	838.80	19	.20	56.35	.0	676.20
B08564		10 2820000962	1038359	12 CTN	MARLBORO 72'S GREEN BX FSC	10/20'S	1/ 6.99	838.80	19	.20	56.35	.0	676.20
B01860		10 4330000012	1025080	2 CTN	LUCKY STRIKE REGULAR FSC	10/20'S	1/ 8.49	169.80	18		59.46	.0	138.92
B08572		10 2820030262	1055615	1 CTN	SARATOGA MENTHOL 120 FSC	10/20'S	1/ 8.19	81.90	18		66.83	.0	66.83
B08148		10 2040000034	1012976	7 CTN	MISTY BLUE BOX 120 LT FSC	10/20'S	1/ 6.19	433.30	19		50.41	.0	352.87
B08640		10 2820000735	1055936	2 CTN	VA SLIM GOLD 120 BOX FSC	10/20'S	1/ 7.39	147.80	19		60.11	.0	120.22
B08634		10 2820000959	1055938	2 CTN	VA SLIM MENTHOL 120 BX FSC	10/20'S	1/ 7.39	147.80	19		60.11	.0	120.22
B08642		10 3920000739	1055939	2 CTN	VA SLIM MEN GOLD 120 BX FSC	10/20'S	1/ 7.39	147.80	19		60.11	.0	120.22
B08154		10 2040000035	1012973	10 CTN	MISTY MEN CAN BX 120 FSC	10/20'S	1/ 6.19	619.00	19		50.41	.0	504.10
B08594		10 2820017709	1067913	3 CTN	MARLBORO MTH RCH BL 10091	10/20'S	1/ 5.69	170.70	18	.20	46.35	.0	139.05
B08592		10 2820030172	1038317	2 CTN	MARLBORO BLUE KS BOX FSC	10/20'S	1/ 8.19	163.80	18		66.83	.0	133.66
B08405		10 1230000060	1055590	3 CTN	MORE MENTHOL 120 FSC	10/20'S	1/ 8.49	254.70	18		69.46	.0	209.30
B08146		10 4720000556	1038229	2 CTN	KOOL XL BOX FSC	10/20'S	1/ 6.89	137.80	19		56.15	.0	112.30
B08400		10 1230000055	1055490	3 CTN	MORE FILTER 120 FSC	10/20'S	1/ 8.49	254.70	18		69.46	.0	209.30
B08900		10 4330000040	1055240	1 CTN	CARLTON MENTHOL 120 FSC	10/20'S	1/ 8.49	84.90	18		69.46	.0	69.46
B01200		10 1100000298	1055351	2 CTN	EVE SLIM MEN EMERALD 120 FSC	10/20'S	1/ 6.19	123.80	18		50.63	.0	101.26
B08362		10 1100000299	1055352	2 CTN	EVE SLIM MENTHOL 120 BX FSC	10/20'S	1/ 6.19	123.80	18		50.63	.0	101.26
B08054		10 7720000216	1055206	5 CTN	CAPRI MAGENTA 120 FSC	10/20'S	1/ 8.49	424.50	18		59.46	.0	347.30
B08360		10 1100000297	1055350	2 CTN	EVE SLIM AMERLYN 120 FSC	10/20'S	1/ 6.19	123.80	18		50.63	.0	101.26
B08364		10 1100000300	1055353	2 CTN	EVE SLIM MEN TURQU 120 FSC	10/20'S	1/ 6.19	123.80	18		50.63	.0	101.26
B04130		10 2820000902	1063714	3 CTN	VA SLIM SUPREME GOLD PF FSC	10/20'S	1/ 7.39	221.70	19		60.11	.0	180.23
B04610		10 2720035684	1063150	3 CTN	DUNHILL INTL RED BOX FSC	10/20'S	1/ 8.29	248.70	19		67.54	.0	202.62
B081702		10 2820000775	1041715	5 CTN	VA SLIM SPEKSLIM PF FSC	10/20'S	1/ 7.39	369.50	19		60.11	.0	300.55

ZONE: 20 CIGARETTE				# PIECES: 1828									
Spec Order	SN	12 6244440022	1230899	56 DSP	LONGHORN LC MFG 92.99 TX	10/1.2	1/ 2.99	1,674.40	27		21.75	.0	1,218.00
Spec Order	SN	12 6244440022	1230899	50 DSP	LONGHORN LC STR 92.99 TX	10/1.22	1/ 2.99	1,495.00	27		21.75	.0	1,087.50
072008	SN	12 7310000036	1230034	18 ROL	COPENHAGEN LONG CUT MINT	5/1.22	1/ 4.69	422.10	21		18.59	.0	314.62
Spec Order	SN	12 4210002209	1230957	10 DSP	GRIZZLY LCS 93.59	5/1.22	1/ 3.59	179.50	22		13.91	.0	149.00
072007	SN	12 7310000107	1230005	126 ROL	COPENHAGEN	5/1.22	1/ 5.59	3,521.70	18		23.00	.0	2,890.00
072009	SN	12 7310000121	1230010	108 ROL	COPENHAGEN LONG CUT	5/1.22	1/ 5.59	3,018.60	18		23.00	.0	2,484.00
072078	SN	12 7310000185	1230316	36 ROL	RED SEAL LC MINT/GRN	5/1.54	1/ 5.49	888.20	21		21.70	.0	781.20
062950	SN	12 3519600250	1218250	5 CTN	ACTION FLT CIG FULLFL 100	10/20'S	1/ 1.39	69.50	25		10.40	.0	22.00

For WE CARD information 1-800-934-3988

CONTINUED

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HAR005310



SHIP TO: A-Z WHOLESALE/DALLAS
11100 HARRY HINES BLVD.
DALLAS, TX 75229

INVOICE

363711

TERMS: NET 30 DAYS

CUSTOMER NO: 95750 130

PAGE: 5

LOAD NO: 1-42-002

DATE: 0/01/16

HARRISON CUSTOMER # 017501

MORE FOR YOUR STORE.

CST/IMP PERMIT#: 99006043

ID7000620

90

REMARKS	TYPE	CAT	UPC	ITEM	QTY	UNIT	DESCRIPTION	COUNT	RETAIL	RETEXT	GP%	PROMO	PRICE	TAX	EXTENSION
072015	SN	12	7310000148	1230421	90	ROL	SKOAL LONG CUT WINTERGREEN	5/1.22	1/ 5.59	2,515.50	18		23.00	.0	2,070.00
072423	SN	12	7310000589	1230407	6	ROL	SKOAL LONG CUT PEACH	5/1.22	1/ 5.59	167.70	18		23.00	.0	138.00
077067	SN	12	7310000055	1230026	9	ROL	COPENHAGEN POUCHES WINTER	5/1.822	1/ 4.49	202.05	17		18.59	.0	167.31
072016	SN	12	7310000060	1230422	4	ROL	SKOAL LONG CUT STRAIGHT	5/1.22	1/ 5.59	111.80	18		23.00	.0	92.00
072024	SN	12	7310000876	1230070	18	ROL	COPENHAGEN LC WINTERGREEN	5/1.22	1/ 4.49	404.10	17		18.59	.0	334.62
072070	SN	12	7310000173	1230313	72	ROL	RED SEAL LC WINTERGREEN	5/1.52	1/ 5.29	1,904.80	18		21.70	.0	1,562.40
072027	SN	12	7310000882	1230024	27	ROL	COPENHAGEN LC STRAIGHT	5/1.22	1/ 4.49	606.15	17		18.59	.0	501.93
072001	SN	12	7310000541	1230451	2	ROL	SKOAL LONG CUT CLASSIC	5/1.2	1/ 5.79	57.90	21		23.00	.0	46.00
072044	SN	12	7310000884	1230025	6	ROL	COPENHAGEN EXT LC NATURAL	5/1.22	1/ 4.69	140.70	21		18.58	.0	111.54
070022		12	1230000040	1230724	3	CTN	CAMEL SNUS FROST LARGE 16	5/1.532	1/ 5.15	77.25	10		21.07	.0	63.21
072023	SN	12	7310000039	1230188	9	ROL	COPENHAGEN POUCHES MINT	5/1.822	1/ 4.69	211.05	21		18.59	.0	167.31
072021	SN	12	7310000203	1230029	9	ROL	COPENHAGEN LC SOUTHERN BLE	5/1.22	1/ 4.69	211.05	21		10.59	.0	167.31
077014	SN	12	7310000314	1230017	18	ROL	COPENHAGEN POUCHES	5/1.822	1/ 5.79	521.10	21		23.00	.0	414.00
072312	SN	12	7310000400	1230404	6	ROL	SKOAL LONG CUT APPLE	5/1.22	1/ 5.79	173.70	21		23.00	.0	130.00
078012		12	1230000070	1230683	6	CTN	CAMEL SNUS FROST	5/1.32	1/ 5.15	184.50	18		21.07	.0	126.42
070016		12	1230000060	1230693	3	CTN	CAMEL SNUS WINTERHILL	5/1.532	1/ 5.15	77.25	10		21.07	.0	63.21
800702		12	4920500134	1226300	1	CTN	VUSE ORIGINAL SOLO	5/CT	1/ 10.89	54.95	15		46.55	.0	46.55
062952		12	9519600256	1218252	10	CTN	ACTION FLT CIG MENTHOL100	10/20*9	1/ 1.39	139.00	25		10.40	.0	104.00

ZONE: 30 TOB

PIECES: 708

CATEGORY	COST	RETAIL	PROFIT%	TAX PAID
0012- CIG & TOB.	15,300.93	19,098.15	19.84	.00
0010- CIGARETTES	3,110.90	27,646.20	88.72	.00
CATEGORY TOTALS	18,427.83	\$6,745.35	5.28	.00

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For WE CARD Information 1-800-934-3986

TOTAL CIG CARTONS: 1828

TOBACCO: 708

Mkt. Allow	Retail	Avg Prft%	Promotion	Sub-Total	State Tax	City Tax	County Tax
			595.80	118,427.83			

PLEASE
PAY

\$118,427.83

Payable in U.S. Funds

HAR005311



SHIP TO A-Z WHOLESALE/WACO
3630 S. I-35 EXIT 331
WACO, TX 76706

INVOICE 363712

TERMS: NET 30 DAYS

CUSTOMER NO: 95751 135 PAGE: 1
LOAD NO: 1-42-003 DATE: 8/01/16

MORE FOR YOUR STORE.

CST/IMP PERMIT#: 09002175 07000620

HARRISON CUSTOMER # 017502

REMARKS	TYPE	CAT	UPC	ITEM	QTY	UNIT	DESCRIPTION	COUNT	RETAIL	RET EXT	GP%	PROMO	PRICE	TAX	EXTENSION
Deleted Item	12		7310000117	1230082			ROL HUSKY LC MINT	5/1.22	1/ 4.59	.00			.00	.0	.00
Spec Order	10		7200000087	1067733	10	CTN	PALL MALL BLUE 100B.50OFF	10/20'S	1/ 5.79	579.00	18		47.23	.0	472.30
808787	10		9050000092	1041040	2	CTN	SALEM SLIM 100 BOX	10/20'S	1/ 6.89	137.80	19		56.15	.0	132.30
800570	10		2670000062	1041373	7	CTN	MARLBORO SOFT PK 100 FSC	10/20'S	1/ 6.99	489.30	19	.20	56.35	.0	494.45
800306	10		2610000077	1041415	2	CTN	NEWPORT 100B.50OFF FSC	10/20'S	1/ 7.49	224.70	18		61.06	.0	183.18
800726	10		2020031532	1012049	1	CTN	BASIC MENT GOLD 100LT FSC	10/20'S	1/ 6.89	68.90	19		55.90	.0	55.90
800150	10		4330000094	1012643	3	CTN	MISTY BLUE 100 LIGHTS FSC	10/20'S	1/ 6.19	185.70	19		50.41	.0	151.23
800656	10		2020000733	1041722	2	CTN	VA SLIM GOLD 100 BOX FSC	10/20'S	1/ 7.49	149.80	19		60.11	.0	120.22
800322	10		2610000668	1041422	5	CTN	NEWPORT MENTH. SMOOTH 100	10/20'S	1/ 7.49	374.50	18		61.06	.0	305.30
Spec Order	10		2720034740	1067739	15	CTN	PALL MALL BL. MEN 100.50OFF	10/20'S	1/ 5.79	868.50	18		47.23	.0	708.45
800676	10		2020030082	1041357	2	CTN	MENSLV GOLD 100 SOFT FSC	10/20'S	1/ 8.19	163.80	18		66.83	.0	133.66
800794	10		9050000051	1041852	2	CTN	MAVERICK MENTHOL 100 BOX	10/20'S	1/ 5.49	109.80	19		44.63	.0	89.26
800074	10		1230004590	1012589	3	CTN	DORAL SILVER UL BX 100FSC	10/20'S	1/ 6.39	191.70	18		52.23	.0	156.69
Spec Order	10		2720034746	1067739	9	CTN	PALL MALL BL. MEN 100.50OFF	10/20'S	1/ 5.79	521.10	18		47.23	.0	425.07
806770	10		9050000059	1041040	5	CTN	MAVERICK RED 100 BOX	10/20'S	1/ 6.89	206.70	19		56.15	.0	160.45
800789	10		9050000030	1041049	2	CTN	MAVERICK RED 100 BOX	10/20'S	1/ 5.49	109.80	19		44.63	.0	89.26
800702	10		9050000081	1041845	2	CTN	SALEM 100 BOX	10/20'S	1/ 6.89	137.80	19		56.15	.0	112.30
800550	10		2020000485	1041380	5	CTN	MARLBORO MENSILV 100BXFSC	10/20'S	1/ 6.99	349.50	19	.20	56.35	.0	281.75
800610	10		2020000723	1041026	2	CTN	B&W MENTHOL 100 BOX FSC	10/20'S	1/ 8.19	163.80	18		66.83	.0	133.66
800070	10		1230000050	1012585	2	CTN	DORAL MEN GOLD 100BX100FSC	10/20'S	1/ 6.39	127.80	18		52.23	.0	104.46
800734	10		2020000568	1041384	15	CTN	MARLBORO SPRLND RED 100BXFSC	10/20'S	1/ 6.99	1,049.50	19	.20	56.35	.0	845.25
800160	10		2720000067	1041455	15	CTN	PALL MALL RD 100 BX FTFSC	10/20'S	1/ 6.39	958.50	18		52.23	.0	783.45
800738	10		2020000423	1041385	15	CTN	MARLBORO SPRLND GLD 100BXFSC	10/20'S	1/ 6.99	1,049.50	19	.20	56.35	.0	845.25
800010	10		1230020060	1038059	3	CTN	CAMEL 99 BLUE BOX	10/20'S	1/ 6.89	206.70	19		56.15	.0	160.45
800164	10		2720000062	1041456	10	CTN	PALL MALL BLUE 100 BX FSC	10/20'S	1/ 6.39	639.00	18		52.23	.0	522.30
800420	10		1100000400	1012701	6	CTN	PYRAMID RED 100 BOX FSC	10/20'S	1/ 5.19	311.40	19		42.09	.0	252.54
800068	10		1230022082	1012588	2	CTN	DORAL GOLD LT BOX 100 FSC	10/20'S	1/ 6.39	127.80	18		52.23	.0	104.46
800718	10		2020000303	1041382	3	CTN	MARLBORO SMOOTH 100 BXFSC	10/20'S	1/ 6.99	209.70	19	.20	56.35	.0	169.05
800716	10		2020031042	1012527	3	CTN	L&M MENTHOL 100'S BOX FSC	10/20'S	1/ 6.59	197.70	19	.80	52.50	.0	157.50
800777	10		9050000073	1041043	8	CTN	KOOL 100 BOX	10/20'S	1/ 6.99	551.20	19		56.15	.0	449.20
800160	10		2720000062	1041455	12	CTN	PALL MALL MEN 100 BOX-FSC	10/20'S	1/ 6.39	766.80	18		52.23	.0	626.76
800522	10		2020000369	1041371	3	CTN	MARLBORO RED LAB 100BXFSC	10/20'S	1/ 6.99	209.70	19	.20	56.35	.0	169.05
Spec Order	10		2720000369	1067731	15	CTN	PALL MALL MENTH 100B.50FF	10/20'S	1/ 5.79	868.50	18		47.23	.0	708.45
800388	10		1100000576	1012320	2	CTN	LIGGETT SEL SILVER 100FSC	10/20'S	1/ 5.89	117.80	18		40.24	.0	96.48
800773	10		9050000061	1041041	3	CTN	WINSTON GOLD 100 BOX	10/20'S	1/ 6.89	206.70	19		56.15	.0	160.45
800424	10		1180000473	1012704	10	CTN	PYRAMID ORANGE 100BOXFSC	10/20'S	1/ 5.19	519.00	19		42.09	.0	420.90
800743	10		2020000953	1041386	15	CTN	MARLBORO BLACK SP BL 100B	10/20'S	1/ 6.99	1,049.50	19	.20	56.35	.0	845.25
800163	10		2720047420	1041458	7	CTN	PALL MALL BLACK MEN 100BX	10/20'S	1/ 6.39	447.30	18		52.23	.0	365.61
800528	10		2020000477	1041375	2	CTN	MARLBORO MENSILV 100BXFSC	10/20'S	1/ 6.99	139.80	19	.20	56.35	.0	112.70
800626	10		2020000720	1041030	2	CTN	B&W LUXURY MENT 100BOXFSC	10/20'S	1/ 8.19	163.80	18		66.83	.0	133.66
800094	10		1230022070	1012587	2	CTN	DORAL RED FF BX 100 FSC	10/20'S	1/ 6.39	127.80	18		52.23	.0	104.46
800319	10		2610000572	1041410	2	CTN	NEWPORT MN GOLD 100BOXFSC	10/20'S	1/ 7.49	149.80	18		61.06	.0	122.12
800422	10		1100000406	1012700	6	CTN	PYRAMID BLUE 100 BOX FSC	10/20'S	1/ 5.19	311.40	19		42.09	.0	252.54
800712	10		2020031022	1012525	2	CTN	L&M BLUE 100'S BOX FSC	10/20'S	1/ 6.59	131.80	19	.80	52.50	.0	105.00
Spec Order	10		2720000391	1067735	18	CTN	PALL MALL RED 100BX.50OFF	10/20'S	1/ 5.79	1,042.20	18		47.23	.0	850.14
800704	10		9050000094	1041046	2	CTN	SALEM GOLD 100 BOX	10/20'S	1/ 6.89	137.80	19		56.15	.0	112.30
800746	10		2020031402	1012531	2	CTN	L&M TURKISH HLB 100 BX FSC	10/20'S	1/ 6.59	131.80	19	.80	52.50	.0	105.00
800708	10		2020030793	1012525	7	CTN	L&M FF 100'S BOX FSC	10/20'S	1/ 6.59	461.30	19	.80	52.50	.0	367.50

For WE CARD information 1-800-934-3968

CONTINUED

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HAR004726



SHIP TO: A-Z WHOLESALE/WACO
3630 S. I-35 EXIT 331
WACO, TX 76706

INVOICE 363712
TERMS: NET 30 DAYS

CUSTOMER NO: 95751 135 PAGE: 2
LOAD NO: 1-42-003 DATE: 8/01/16

MORE FOR YOUR STORE.

CST/IMP PERMIT# 09002175 107000620

HARRISON CUSTOMER # 017502

36

REMARKS	TYPECAT	UPC	ITEM	QTY	UNIT	DESCRIPTION	COUNT	RETAIL	RET EXT	GP%	PROMO	PRICE	TAX	EXTENSION
800514	10	2820000364	1041374	3	CTN	MARLBORO MENT FF 100HXFSC	10/20'S	17 6.99	209.70	19	.20	56.35	.0	169.05
800366	10	2610000657	1041421	5	CTN	NEWPORT NONMENTAL 100BFSC	10/20'S	17 7.49	374.50	18	14.40	46.66	.0	233.30
808731	10	3820000948	1041389	5	CTN	MARLBORO BLND 27 100 BOX	10/20'S	17 6.99	349.50	19	.20	56.35	.0	281.75
800740	10	2820000964	1041397	10	CTN	MARLBORO MENT BLK100 SBL	10/20'S	17 6.99	699.00	19	.20	56.35	.0	563.50
808172	10	2720000105	1041457	3	CTN	FALL MALL ORG 100 BOX FSC	10/20'S	17 6.39	191.70	18		52.23	.0	156.69
800302	10	2610000573	1041416	90	CTN	NEWPORT BOX 100S FSC	10/20'S	17 7.49	6,741.00	18		61.06	.0	5,495.40
808306	10	2820000478	1041378	5	CTN	MARLBORO SILVER 100 BX FSC	10/20'S	17 6.99	349.50	19	.20	56.35	.0	281.75
808780	10	9050000087	1041044	2	CTN	KOOL BLUE 100 BOX	10/20'S	17 6.89	137.80	19		56.15	.0	112.30
808512	10	2820000363	1041370	30	CTN	MARLBORO BOX 100 FSC	10/20'S	17 6.99	2,097.00	19	.20	56.35	.0	1,690.50
800592	10	2820000452	1012505	1	CTN	BASIC MENT GOLD 100 BXFSC	10/20'S	17 6.99	68.90	19		55.90	.0	55.90
808098	10	1230083999	1012586	5	CTN	DORAL MEN FF BOX 100 FSC	10/20'S	17 6.39	319.50	18		52.23	.0	261.15
800540	10	2820000465	1041377	20	CTN	MARLBORO GOLD 100S BOXFSC	10/20'S	17 6.99	1,398.00	19	.20	56.35	.0	1,127.00
808064	10	1230083283	1017077	3	CTN	DORAL MEN FF BOX KS FSC	10/20'S	17 6.39	191.70	18		52.23	.0	156.69
808735	10	28200031992	1038373	2	CTN	MARLBORO EDGE BOX	10/20'S	17 6.99	139.80	19	.20	56.35	.0	112.70
808352	10	2820000384	1038353	60	CTN	MARLBORO GOLD KING BOXFSC	10/20'S	17 6.99	4,194.00	19	.20	56.35	.0	3,561.00
800739	10	2820000954	1038367	5	CTN	MARLBORO MEN BLACK SP BLD	10/20'S	17 6.99	349.50	19	.20	56.35	.0	281.75
800266	10	4795885507	1063144	3	CTN	AMER SPIRIT BLACK BOUTIQUE	10/20'S	17 7.69	230.70	18		62.90	.0	188.70
800544	10	2820000477	1038348	7	CTN	MARLBORO SILVER BX KS FSC	10/20'S	17 6.99	489.30	19	.20	56.35	.0	394.45
808412	10	1100000493	1012691	2	CTN	PYRAMID BLUE KING BOXFSC	10/20'S	17 5.19	103.80	19		42.09	.0	84.18
800300	10	2610000575	1038395	30	CTN	NEWPORT KINGS BOX FSC	10/20'S	17 7.49	2,247.00	18		61.06	.0	1,831.00
800414	10	1100000412	1012692	2	CTN	PYRAMID ORANGE KING BOXFSC	10/20'S	17 5.19	103.80	19		42.09	.0	84.18
800072	10	1230084299	1012076	2	CTN	DORAL MEN GOLD LT BX FSC	10/20'S	17 6.39	127.80	18		52.23	.0	104.46
800500	10	2820000357	1038340	15	CTN	MARLBORO BOX KING BX FSC	10/20'S	17 6.99	3,148.50	19	.20	56.35	.0	2,535.75
808779	10	9050000006	1038785	5	CTN	KOOL BLUE KING BOX	10/20'S	17 6.89	344.50	19		56.15	.0	280.75
808771	10	9050000057	1038780	5	CTN	WINSTON RED KING BOX	10/20'S	17 6.89	344.50	19		56.15	.0	280.75
800790	10	9050000039	1038792	1	CTN	MAVERICK GOLD KING BOX	10/20'S	17 5.49	54.90	19		44.63	.0	44.63
808508	10	2820000361	1038344	5	CTN	MARLBORO MENTL BX KS FSC	10/20'S	17 6.99	349.50	19	.20	56.35	.0	281.75
800540	10	2820000401	1038349	3	CTN	MARLBORO MEN STLY KSBX FSC	10/20'S	17 6.99	209.70	19	.20	56.35	.0	169.05
808780	10	9050000046	1038791	3	CTN	MAVERICK RED K BOX	10/20'S	17 5.49	154.70	19		44.63	.0	135.89
800096	10	1230084099	1012078	3	CTN	DORAL RED FF BOX KING FSC	10/20'S	17 6.39	191.70	18		52.23	.0	156.69
800026	10	1230000094	1038070	3	CTN	CAMEL CRUSH SILVER MEN BX	10/20'S	17 5.89	206.70	19		56.15	.0	168.45
800410	10	1100000492	1012690	2	CTN	PYRAMID RED KING BOX FSC	10/20'S	17 5.19	103.80	19		42.09	.0	84.18
800508	10	2820000432	1012053	1	CTN	BASIC GOLD BOX KING FSC	10/20'S	17 5.89	68.90	19		55.90	.0	55.90
800320	10	2610000670	1038403	3	CTN	NEWPORT MENTH SMOOTH BOX	10/20'S	17 7.49	224.70	18		61.06	.0	183.18
800024	10	1230000093	1038077	7	CTN	CAMEL CRUSH REDS MENTH BOX	10/20'S	17 6.89	482.30	19		56.15	.0	393.05
808750	10	4795885509	1063147	7	CTN	AMER SPIRIT YELLOW KS BOX	10/20'S	17 7.69	538.30	18		62.90	.0	440.40
800162	10	2720000951	1038449	2	CTN	FALL MALL RED KS BOX FSC	10/20'S	17 6.39	127.80	18		52.23	.0	104.46
800735	10	2820000422	1038366	30	CTN	MARLBORO SPBLND GOLDBX FSC	10/20'S	17 6.99	2,097.00	19	.20	56.35	.0	1,690.50
800776	10	9050000071	1038783	5	CTN	KOOL KING BOX	10/20'S	17 6.89	344.50	19		56.15	.0	280.75
800552	10	2820000264	1038354	10	CTN	MARLBORO BLD 27 KS BX FSC	10/20'S	17 6.99	699.00	19	.20	56.35	.0	563.50
808774	10	9050000062	1038782	2	CTN	WINSTON WHITE KING BOX	10/20'S	17 6.89	137.80	19		56.15	.0	112.30
800541	10	2820000323	1038363	5	CTN	MARLBORO SMOOTH BOX FSC	10/20'S	17 6.99	349.50	19	.20	56.35	.0	281.75
800711	10	9050000090	1038788	2	CTN	SALIM KING BOX	10/20'S	17 6.89	137.80	19		56.15	.0	112.30
800004	10	12300226570	1038058	2	CTN	CAMEL TURKISH GOLD FSC	10/20'S	17 6.89	137.80	19		56.15	.0	112.30
808174	10	2720000175	1038451	2	CTN	FALL MALL ORG KS BOX FSC	10/20'S	17 6.39	127.80	18		52.23	.0	104.46
800533	10	28200031772	1038369	10	CTN	MARLBORO NXT BOX	10/20'S	17 6.99	699.00	19	.20	56.35	.0	563.50
808586	10	28200030472	1012034	1	CTN	BASIC MENT GOLD KS BOXFSC	10/20'S	17 6.89	68.90	19		55.90	.0	55.90
800002	10	1230032790	1038049	2	CTN	CAMEL TURK SILVER BX FSC	10/20'S	17 6.99	137.80	19		56.15	.0	112.30

For WE CARD information 1-800-934-3968

CONTINUED

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HAR004727



SHIP TO: A-Z WHOLESALE/WACO
3630 S. I-35 EXIT 331
WACO, TX 76706

INVOICE

363712

TERMS: NET 30 DAYS

CUSTOMER NO: 95751 135

PAGE: 3

LOAD NO: 1-42-003

DATE: 8/01/16

MORE FOR YOUR STORE.

CST/IMP PERMIT# 09002175

/07000620

HARRISON CUSTOMER # 017502

36

REMARKS	TYPE	CAT	UPC	ITEM	QTY	UNIT	DESCRIPTION	COUNT	RETAIL	RET EXT	GP%	PROMO	PRICE	TAX	EXTENSION
800779		10	1230019741	1038079	4	CTN	CAMEL CRUSH BOX FSC	10/20'S	1/ 6.89	275.60	18		56.15	.0	224.60
800772		10	9050000059	1038781	4	CTN	WINSTON GOLD KING BOX	10/20'S	1/ 6.89	205.70	19		56.15	.0	160.45
808166		10	2720000854	1038450	7	CTN	PALL MALL BLUE KS BK FSC	10/20'S	1/ 6.39	447.30	18		52.23	.0	365.61
808170		10	2820031002	1012056	2	CTN	LAM BLUE KING BOX FSC	10/20'S	1/ 6.59	131.80	19	.80	52.50	.0	105.00
808368		10	2610000656	1038399	5	CTN	NEWPORT NONMENTOL KHXFSC	10/20'S	1/ 7.49	374.50	18	14.40	46.66	.0	233.30
808706		10	2820030982	1012055	2	CTN	LAM PE KINGS BOX FSC	10/20'S	1/ 6.59	131.80	19	.80	52.50	.0	105.00
808520		10	2820000368	1038341	3	CTN	MARLBORO RED LABEL BK FSC	10/20'S	1/ 6.99	209.70	19	.20	56.35	.0	169.05
808252		10	4799585509	1063145	4	CTN	AMER SPIRIT BLUE KING BOX	10/20'S	1/ 7.69	230.70	18		62.90	.0	188.70
808170		10	2720000859	1038445	5	CTN	PALL MALL MKN BOX KS FSC	10/20'S	1/ 6.39	319.50	18		52.23	.0	261.15
808714		10	2820031032	1012057	2	CTN	LAM MENTHOL KING BOX FSC	10/20'S	1/ 6.59	131.80	19	.80	52.50	.0	105.00
801385		10	2610000514	1038185	7	CTN	KENT GOLDEN KINGS	10/20'S	1/ 7.69	538.80	18		62.93	.0	425.85
808536		10	2820000401	1038343	4	CTN	MARLBORO MEN GOLD KHXFSC	10/20'S	1/ 6.99	279.60	19	.20	56.35	.0	225.40
808530		10	2820000370	1038352	3	CTN	MARLBORO GOLD KS SOFT FSC	10/20'S	1/ 6.99	209.70	19	.20	56.35	.0	169.05
808504		10	2820000350	1038345	10	CTN	MARLBORO SOFT KING SZ FSC	10/20'S	1/ 6.99	699.00	19	.20	56.35	.0	563.50
808304		10	2610000570	1038383	5	CTN	NEWPORT KINGS SOFT FSC	10/20'S	1/ 7.49	374.50	18		61.06	.0	405.30
808015		10	1230000007	1038045	2	CTN	CAMEL FILTER KING SZ FSC	10/20'S	1/ 6.89	137.80	19		56.15	.0	112.30
Spec Order		10	1230010284	1067239	11	CTN	RED KAMEL FILTER 5.50 OFF	10/20'S	1/ 6.29	691.90	19		51.15	.0	562.65
808570		10	2820000386	1038362	2	CTN	MARLBORO 72'S SILVE BXFSC	10/20'S	1/ 6.99	139.80	19	.20	56.35	.0	112.70
808562		10	2820000861	1038358	2	CTN	MARLBORO 72'S BLUE BK FSC	10/20'S	1/ 6.99	139.80	19	.20	56.35	.0	112.70
Spec Order		10	1230050287	1067440	11	CTN	RED KAMEL SMOOTH 5.50 OFF	10/20'S	1/ 6.29	691.90	19		51.15	.0	562.65
808566		10	2820000963	1038360	10	CTN	MARLBORO 72'S RED BOX FSC	10/20'S	1/ 6.99	699.00	19	.20	56.35	.0	563.50
808568		10	2820000965	1038361	3	CTN	MARLBORO 72'S GOLD BX FSC	10/20'S	1/ 6.99	209.70	19	.20	56.35	.0	169.05
808564		10	2820000962	1038359	3	CTN	MARLBORO 72'S GREEN BK/US	10/20'S	1/ 6.99	209.70	19	.20	56.35	.0	169.05
808149		10	2040000034	1012978	5	CTN	MISTY BLUE BOX 120 LT FSC	10/20'S	1/ 6.19	309.50	19		50.41	.0	252.05
808154		10	2040000035	1012979	5	CTN	MISTY MEN GRN BX 120 FSC	10/20'S	1/ 6.19	309.50	19		50.41	.0	252.05
022490		10	1230000055	1035490	3	CTN	MORE FILTER 120 FSC	10/20'S	1/ 6.49	254.70	18		69.46	.0	208.38
804130		10	2820000982	1041714	2	CTN	VA SLIM SUPERS GOLD PPKX	10/20'S	1/ 7.39	147.80	19		60.11	.0	120.22
801707		10	2820000715	1041716	3	CTN	VA SLIM SUPERSLIM PP FSC	10/20'S	1/ 7.39	221.70	19		60.11	.0	180.33
808704		10	2820000770	1041715	2	CTN	VA SLIM SUPERMEN PPKX FSC	10/20'S	1/ 7.39	147.80	19		60.11	.0	120.22
808924		10	9050000043	1012123	4	CTN	FORTUNA GREYD MEN BX FSC	10/20'S	1/ 5.19	207.60	19		50.00	.0	167.40

ZONE: 20 CIGARETTE

PIECES: 857

072008	SN	12	7310000016	1230034	18	ROL	COPENHAGEN LONG CUT MINT	5/1.22	1/ 4.69	842.10	21		18.59	.0	534.62
Spec Order	SN	12	4210002209	1230957	11	BSP	GRIZZLY LCS \$3.50	5/1.22	1/ 3.59	197.45	22		13.98	.0	153.78
072007	SN	12	7310000107	1230005	54	ROL	COPENHAGEN	5/1.22	1/ 5.59	1,509.30	18		23.00	.0	1,242.00
072089	SN	12	7310000121	1230010	36	ROL	COPENHAGEN LONG CUT	5/1.22	1/ 5.59	1,006.20	18		23.00	.0	828.00
072015	SN	12	7310000140	1230421	18	ROL	SFOAL LONG CUT WINTERGREEN	5/1.22	1/ 5.57	503.10	18		23.00	.0	414.00
072024	SN	12	7310000876	1230020	18	ROL	COPENHAGEN LC WINTERGREEN	5/1.22	1/ 4.49	404.10	17		18.59	.0	334.62
072005	SN	12	7310000190	1230431	2	ROL	SKOAL BANDIT WINTERGREEN	5/1.41	1/ 5.79	57.90	21		23.00	.0	46.00
072070	SN	12	7310000175	1230313	18	ROL	RED SEAL LC WINTERGREEN	5/1.52	1/ 5.29	476.10	18		21.70	.0	390.60
072047	SN	12	7310000802	1230024	6	ROL	COPENHAGEN LC STRAIGHT	5/1.22	1/ 4.49	134.70	17		18.59	.0	117.54
072602	SN	12	7310000518	1230023	3	ROL	COKE LC STRAIGHT	5/1.22	1/ 5.79	86.85	21		23.00	.0	69.00
070042	SN	12	1230000040	1230724	3	CTN	CAMEL SNUS PROST LARGE 1G	5/1.532	1/ 5.15	77.25	18		21.07	.0	63.21
072354	SN	12	1230000457	1230588	3	ROL	SKOAL POUCHES MINT	5/1.822	1/ 5.79	86.85	21		23.00	.0	69.00
072027	SN	12	7310000203	1230029	10	ROL	COPENHAGEN LC SOUTHERN RED	5/1.22	1/ 4.69	234.50	21		18.59	.0	185.40
072014	SN	12	7310000314	1230017	18	ROL	COPENHAGEN POUCHES	5/1.822	1/ 5.79	521.10	21		23.00	.0	414.00
072057	SN	12	7310000209	1230472	2	ROL	SKOAL XTRA LC RICH	5/1.22	1/ 4.69	46.90	21		18.59	.0	37.18
072239	SN	12	7310000485	1230410	2	ROL	SKOAL LONG CUT CITRUS	5/1.22	1/ 5.79	57.90	21		23.00	.0	46.00
072065	SN	12	7310000217	1230476	4	ROL	SKOAL XTRA PCH RICH	5/1.822	1/ 4.69	70.35	21		18.59	.0	55.77

For WE CARD information 1-800-934-3986

CONTINUED

FILE COPY

HAR004728



SHIP TO: A-Z WHOLESALE/WACO
3630 S. I-35 EXIT 331
WACO, TX 76706

INVOICE 363712
TERMS: NET 30 DAYS

CUSTOMER NO: 95751 135 PAGE: 4
LOAD NO: 1-42-003 DATE: 8/01/16

MORE FOR YOUR STORE.

HARRISON CUSTOMER # 017502
CST/IMP PERMIT#: 09002175 /07000620

REMARKS	TYPE	CAT	UPC	ITEM	QTY	UNIT	DESCRIPTION	COUNT	RETAIL	RET EXT	GP%	PROMO	PRICE	TAX	EXTENSION
078016	12	12	12360000668	1230693	3	CFN	CAMEL SMUG WINTERCILLI	57.53%	17	5.15	77.25	10	21.07	.0	63.21
ZONE: 30 TOB # PIECES: 228															

CATEGORY	COST	RETAIL	PROFIT%	TAX PAID
0012- CIG. & TOB.	4,850.83	5,969.90	18.62	.00
0010- CIGARETTES	47,325.07	58,533.30	19.15	.00
CATEGORY TOTALS	52,175.90	64,503.20	19.24	.00

FILE COPY

For WE CARD information 1-800-934-3968

TOTAL CIG CARTONS. 857

TOBACCO: 228

Mkt. Allow	Retail	Avg Prt%	Promotion	Sub-Total	State Tax	City Tax	County Tax
			232.00	52,183.50			

**PLEASE
PAY**
\$52,183.50
Payable in U.S. Funds

HAR004729

EXHIBIT 3

STATEMENT IMPERIAL TRADING COMPANY

P. O. Box 676659
Dallas, TX 75267-6659
TEL (504) 736-4040 A/R
FAX (504) 736-4156

Sold To:

A-Z WHOLESALE, INC.
11100 HARRY HINES BLVD.
DALLAS, TX 75229

Ship To:

A-Z WHOLESALE/DALLAS
11100 HARRY HINES BLVD.
DALLAS, TX 75229

IMPORTANT

10/22/18

CHARGES OR PAYMENTS
AFTER THIS DATE
WILL APPEAR ON YOUR
NEXT STATEMENT

PAGE#: 1

SALES # 099

CUSTOMER #: 95750

BOSSIER STATEMENT

DELIVERY DATE: 10/22/18

STATEMENT DATE: 10/22/18

PAGE#: 1

CUSTOMER #: 95750

LOAD #:

SHIP TO: A-Z WHOLESALE/D

DETACH HERE

DATE	DESCRIPTION	DUE	AMOUNT	DATE / REF. #	DUE	AMOUNT
6/04/18	INVOICE NUMBER 324208	X	76,729.16	6/04/18 INV 324208	X	76729.16
6/11/18	INVOICE NUMBER 328792	X	90,004.06	6/11/18 INV 328792	X	90004.06
6/18/18	INVOICE NUMBER 333559	X	76,099.57	6/18/18 INV 333559	X	76099.57
6/25/18	INVOICE NUMBER 338248	X	84,222.61	6/25/18 INV 338248	X	84222.61
7/02/18	INVOICE NUMBER 342505	X	80,282.37	7/02/18 INV 342505	X	80282.37
7/09/18	INVOICE NUMBER 346987	X	78,383.01	7/09/18 INV 346987	X	78383.01
7/16/18	INVOICE NUMBER 350975	X	81,024.19	7/16/18 INV 350975	X	81024.19
7/23/18	INVOICE NUMBER 355515	X	83,859.85	7/23/18 INV 355515	X	83859.85
7/24/18	INVOICE NUMBER 356077	X	1,318.68	7/24/18 INV 356077	X	1318.68
7/25/18	CREDIT MEMO 813678/355515	X	1,318.68CR	7/25/18 CM 813678	X	1318.68-
7/26/18	INVOICE NUMBER 357958	X	5,780.10	7/26/18 INV 357958	X	5780.10
7/30/18	INVOICE NUMBER 360288	X	80,817.59	7/30/18 INV 360288	X	80817.59
8/06/18	INVOICE NUMBER 364338	X	10,442.50	8/06/18 INV 364338	X	10442.50
8/07/18	INVOICE NUMBER 364883	X	100,067.55	8/07/18 INV 364883	X	100067.55
8/13/18	INVOICE NUMBER 368808	X	105,911.66	8/13/18 INV 368808	X	105911.66
8/16/18	CREDIT MEMO 822019/368809	X	1,744.56CR	8/16/18 CM 822019	X	1744.56-
8/16/18	CREDIT MEMO 822020/368810	X	3,193.38CR	8/16/18 CM 822020	X	3193.38-
8/16/18	CREDIT MEMO 822021/368812	X	430.11CR	8/16/18 CM 822021	X	430.11-
8/16/18	CREDIT MEMO 822022/368811	X	99.58CR	8/16/18 CM 822022	X	99.58-
8/20/18	INVOICE NUMBER 373210	X	64,003.96	8/20/18 INV 373210	X	64003.96
8/22/18	BANK CHG.-NSF 032113	X	45.00	8/22/18 BNK 32113	X	45.00
8/22/18	BANK CHG.-NSF 032114	X	45.00	8/22/18 BNK 32114	X	45.00
CURRENT		PAST DUE 1-7	PAST DUE 8-14	PAST DUE 15 & OVER	ACCOUNT BALANCE	
*CONTINUED		*CONTINUED	*CONTINUED	*CONTINUED	*CONTINUED	

DETACH HERE

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OR CALL THE A/R DEPT AT (800) 743-1764

STATEMENT IMPERIAL TRADING COMPANY

P. O. Box 676659
Dallas, TX 75267-6659

TEL (504) 736-4040 A/R
FAX (504) 736-4156

Sold To:

A-Z WHOLESALERS, INC.
11100 HARRY HINES BLVD.
DALLAS, TX 75229

Ship To:

A-Z WHOLESALE/DALLAS
11100 HARRY HINES BLVD.
DALLAS, TX 75229

IMPORTANT

10/22/18

CHARGES OR PAYMENTS
AFTER THIS DATE
WILL APPEAR ON YOUR
NEXT STATEMENT

PAGE#: 2

SALES # 099

CUSTOMER #: 95750

BOSSIER STATEMENT

DELIVERY DATE: 10/22/18

STATEMENT DATE: 10/22/18

PAGE#: 2

CUSTOMER #: 95750

LOAD #:

SHIP TO:

A-Z WHOLESALE/D

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DATE	DESCRIPTION		DUE	AMOUNT	DATE / REF. #	DUE	AMOUNT
8/22/18	BANK CHG.-NSF	081718	X	45.00	8/22/18 BNK 81718	X	45.00
8/22/18	N.S.F. CHECK	032113	X	38,895.70	8/22/18 NSF 32113	X	38895.70
8/22/18	N.S.F. CHECK	032114	X	38,895.70	8/22/18 NSF 32114	X	38895.70
8/22/18	N.S.F. CHECK	081718	X	39,870.93	8/22/18 NSF 81718	X	39870.93
8/23/18	BANK CHG.-NSF	032115	X	45.00	8/23/18 BNK 32115	X	45.00
8/23/18	N.S.F. CHECK	032115	X	38,895.70	8/23/18 NSF 32115	X	38895.70
9/10/18	INVOICE NUMBER	386442	X	53,665.99	9/10/18 INV 386442	X	53665.99
9/13/18	CREDIT MEMO	832809/386443	X	73.26CR	9/13/18 CM 832809	X	73.26-
9/17/18	INVOICE NUMBER	390952	X	54,573.39	9/17/18 INV 390952	X	54573.39
9/20/18	CREDIT MEMO	835427/390954	X	3,728.97CR	9/20/18 CM 835427	X	3728.97-
9/20/18	CREDIT MEMO	835428/390953	X	2,990.28CR	9/20/18 CM 835428	X	2990.28-
9/24/18	INVOICE NUMBER	395373	X	66,244.71	9/24/18 INV 395373	X	66244.71
9/24/18	N.S.F. CHECK	032068	X	39,870.93	9/24/18 NSF 32068	X	39870.93
9/27/18	CREDIT MEMO	837948/395373	X	488.40CR	9/27/18 CM 837948	X	488.40-
9/28/18	PAYMENT	092818	X	7,181.75CR	9/28/18 PMT 92818	X	7181.75-
10/01/18	INVOICE NUMBER	400017	X	56,172.92	10/01/18 INV 400017	X	56172.92
10/01/18	PAYMENT	010118	X	30,000.00CR	10/01/18 PMT 10118	X	30000.00-
10/02/18	PAYMENT	100218	X	30,000.00CR	10/02/18 PMT 100218	X	30000.00-
10/03/18	PAYMENT	100318	X	30,000.00CR	10/03/18 PMT 100318	X	30000.00-
10/04/18	PAYMENT	100418	X	30,000.00CR	10/04/18 PMT 100418	X	30000.00-
10/05/18	BANK CHG.-NSF	032221	X	45.00	10/05/18 BNK 32221	X	45.00
10/05/18	PAYMENT	100518	X	30,000.00CR	10/05/18 PMT 100518	X	30000.00-
CURRENT		PAST DUE 1-7	PAST DUE 8-14	PAST DUE 15 & OVER	ACCOUNT BALANCE		ACCOUNT BALANCE
*CONTINUED		*CONTINUED	*CONTINUED	*CONTINUED	*CONTINUED		*CONTINUED

AZ009766

OR CALL THE A/R DEPT AT (800) 743-1764

STATEMENT IMPERIAL TRADING COMPANY

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Dallas, TX 75267-6659
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10/22/18

CHARGES OR PAYMENTS
AFTER THIS DATE
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NEXT STATEMENT

PAGE#: 3

SALES # 099

CUSTOMER #: 95750

BOSSIER
STATEMENT

DELIVERY DATE: 10/22/18

STATEMENT DATE: 10/22/18

PAGE#: 3

CUSTOMER #: 95750

LOAD #:

SHIP TO: A-Z WHOLESALE/D

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DATE	DESCRIPTION		DUE	AMOUNT	DATE / REF. #	DUE	AMOUNT
10/09/18	PAYMENT	100918	X	37,500.00CR	10/09/18 PMT 100918	X	37500.00-
10/10/18	INVOICE NUMBER	406356		51,541.25	10/10/18 INV 406356		51541.25
10/10/18	PAYMENT	101018	X	37,500.00CR	10/10/18 PMT 101018	X	37500.00-
10/11/18	PAYMENT	101118	X	37,500.00CR	10/11/18 PMT 101118	X	37500.00-
10/12/18	PAYMENT	101218	X	37,500.00CR	10/12/18 PMT 101218	X	37500.00-
10/15/18	INVOICE NUMBER	409014		71,040.39	10/15/18 INV 409014		71040.39
10/15/18	PAYMENT	101518	X	30,000.00CR	10/15/18 PMT 101518	X	30000.00-
10/16/18	PAYMENT	101618	X	30,000.00CR	10/16/18 PMT 101618	X	30000.00-
10/17/18	CREDIT MEMO	845997/409014		31.32CR	10/17/18 CM 845997		31.32-
10/17/18	PAYMENT	101718	X	30,000.00CR	10/17/18 PMT 101718	X	30000.00-
10/18/18	PAYMENT	101818	X	30,000.00CR	10/18/18 PMT 101818	X	30000.00-
10/19/18	PAYMENT	101918	X	30,000.00CR	10/19/18 PMT 101918	X	30000.00-
10/22/18	INVOICE NUMBER	413545		93,670.72	10/22/18 INV 413545		93670.72
DETACH HERE							
DETACH HERE							
CURRENT	PAST DUE 1-7	PAST DUE 8-14	PAST DUE 15 & OVER	ACCOUNT BALANCE	ACCOUNT BALANCE		
79,115.55CR	47,854.14	53,592.73	1,168,898.58	1,191,225.90	.00		

OR CALL THE A/R DEPT AT (800) 743-1764

AZ009767

STATEMENT IMPERIAL TRADING COMPANY

P. O. Box 676659
Dallas, TX 75267-6659

TEL (504) 736-4040 A/R
FAX (504) 736-4156

Sold To:

A-Z WHOLESALERS, INC.
11100 HARRY HINES BLVD.
DALLAS, TX 75229

Ship To:

A-Z WHOLESALE/WACO
3630 S. I-35 EXIT 331
WACO, TX 76706

IMPORTANT
10/22/18
CHARGES OR PAYMENTS AFTER THIS DATE WILL APPEAR ON YOUR NEXT STATEMENT

PAGE#: 1

SALES # 099

CUSTOMER #: 95751

BOSSIER
STATEMENT

DELIVERY DATE: 10/22/18

STATEMENT DATE: 10/22/18

PAGE#: 1

CUSTOMER #: 95751

LOAD #:

SHIP TO: A-Z WHOLESALE/W

DETACH HERE

DATE	DESCRIPTION	DUE	AMOUNT	DATE / REF. #	DUE	AMOUNT
6/04/18	INVOICE NUMBER 324211	X	75,688.03	6/04/18 INV 324211	X	75688.03
6/11/18	INVOICE NUMBER 328794	X	88,895.06	6/11/18 INV 328794	X	88895.06
6/18/18	INVOICE NUMBER 333560	X	75,771.03	6/18/18 INV 333560	X	75771.03
6/25/18	INVOICE NUMBER 338250	X	95,446.14	6/25/18 INV 338250	X	95446.14
7/02/18	INVOICE NUMBER 342506	X	73,960.66	7/02/18 INV 342506	X	73960.66
7/09/18	INVOICE NUMBER 346988	X	80,091.16	7/09/18 INV 346988	X	80091.16
7/16/18	INVOICE NUMBER 350976	X	69,403.83	7/16/18 INV 350976	X	69403.83
7/23/18	INVOICE NUMBER 355516	X	77,467.77	7/23/18 INV 355516	X	77467.77
7/25/18	CREDIT MEMO 813679/355516	X	1,249.20CR	7/25/18 CM 813679	X	1249.20-
7/26/18	INVOICE NUMBER 357960	X	18,186.10	7/26/18 INV 357960	X	18186.10
7/30/18	INVOICE NUMBER 360289	X	69,314.61	7/30/18 INV 360289	X	69314.61
8/01/18	CREDIT MEMO 816174/360289	X	41.12CR	8/01/18 CM 816174	X	41.12-
8/06/18	INVOICE NUMBER 364339	X	18,814.99	8/06/18 INV 364339	X	18814.99
8/07/18	INVOICE NUMBER 364884	X	85,083.15	8/07/18 INV 364884	X	85083.15
8/13/18	INVOICE NUMBER 368813	X	97,479.92	8/13/18 INV 368813	X	97479.92
8/20/18	INVOICE NUMBER 373211	X	98,613.43	8/20/18 INV 373211	X	98613.43
8/23/18	CREDIT MEMO 824587/373211	X	4.88CR	8/23/18 CM 824587	X	4.88-
9/10/18	INVOICE NUMBER 386444	X	48,338.66	9/10/18 INV 386444	X	48338.66
9/13/18	CREDIT MEMO 832810/386445	X	508.64CR	9/13/18 CM 832810	X	508.64-
9/14/18	CREDIT MEMO 832917/386444	X	417.06CR	9/14/18 CM 832917	X	417.06-
9/17/18	INVOICE NUMBER 390955	X	56,411.26	9/17/18 INV 390955	X	56411.26
9/24/18	INVOICE NUMBER 395374	X	58,600.54	9/24/18 INV 395374	X	58600.54
CURRENT		PAST DUE 1-7	PAST DUE 8-14	PAST DUE 15 & OVER	ACCOUNT BALANCE	
*CONTINUED		*CONTINUED	*CONTINUED	*CONTINUED	*CONTINUED	

OR CALL THE A/R DEPT AT (800) 743-1764

AZ009769

STATEMENT IMPERIAL TRADING COMPANY

P. O. Box 676659
Dallas, TX 75267-6659
TEL (504) 736-4040 A/R
FAX (504) 736-4156

Sold To:

A-Z WHOLESALERS, INC.
11100 HARRY HINES BLVD.
DALLAS, TX 75229

Ship To:

A-Z WHOLESALE/WACO
3630 S. I-35 EXIT 331
WACO, TX 76706

IMPORTANT
10/22/18
CHARGES OR PAYMENTS AFTER THIS DATE WILL APPEAR ON YOUR NEXT STATEMENT

PAGE#: 2

SALES # 099

CUSTOMER #: 95751

BOSSIER STATEMENT

DELIVERY DATE: 10/22/18

STATEMENT DATE: 10/22/18

PAGE#: 2

CUSTOMER #: 95751

LOAD #:

SHIP TO: A-Z WHOLESALE/W

DETACH HERE

DATE		DESCRIPTION		DUE	AMOUNT	DATE / REF. #			DUE	AMOUNT
9/27/18	CREDIT MEMO	837949/395374			488.40CR	9/27/18	CM	837949		488.40-
10/01/18	INVOICE NUMBER	400018			57,466.69	10/01/18	INV	400018		57466.69
10/10/18	INVOICE NUMBER	406357			55,953.80	10/10/18	INV	406357		55953.80
10/15/18	INVOICE NUMBER	409015			66,550.98	10/15/18	INV	409015		66550.98
10/22/18	INVOICE NUMBER	413546			91,709.76	10/22/18	INV	413546		91709.76
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STATEMENT

P. O. Box 676659

TEL (504) 736-4040 A/R

Ship To:

A-Z WHOLESALE/DALLAS
11100 HARRY HINES BLVD.
DALLAS, TX 75229

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03/01/19

CHARGES OR PAYMENTS AFTER THIS DATE

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5750

03/01/19

CHARGES OR PAYMENTS AFTER THIS DATE

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03/01/19

03/01/19

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SHIP TO:

A-Z WHOLESALE/D

DATE	DESCRIPTION	DUE	AMOUNT	DATE / REF.#	DUE	AMOUNT
10/29/18	INVOICE NUMBER 418036	X	70,186.96	10/29/18 INV 418036		70186.96
11/05/18	INVOICE NUMBER 422525	X	57,775.61	11/05/18 INV 422525		57775.61
11/12/18	INVOICE NUMBER 427133	X	56,021.58	11/12/18 INV 427133		56021.58
11/19/18	INVOICE NUMBER 431562	X	60,689.89	11/19/18 INV 431562		60689.89
11/26/18	INVOICE NUMBER 436031	X	76,438.74	11/26/18 INV 436031		76438.74
12/03/18	INVOICE NUMBER 440444	X	73,330.20	12/03/18 INV 440444		73330.20
12/10/18	INVOICE NUMBER 445067	X	93,135.93	12/10/18 INV 445067		93135.93
12/17/18	INVOICE NUMBER 449392	X	97,157.26	12/17/18 INV 449392		97157.26
12/26/18	INVOICE NUMBER 455217	X	62,816.49	12/26/18 INV 455217		62816.49
1/02/19	INVOICE NUMBER 010583	X	52,215.72	1/02/19 INV 10583		52215.72
1/07/19	INVOICE NUMBER 013969	X	67,740.70	1/07/19 INV 13969		67740.70
1/14/19	INVOICE NUMBER 018530	X	69,385.63	1/14/19 INV 18530		69385.63
1/21/19	INVOICE NUMBER 022559	X	57,993.27	1/21/19 INV 22559		57993.27
1/28/19	INVOICE NUMBER 027103	X	78,844.92	1/28/19 INV 27103		78844.92
2/04/19	INVOICE NUMBER 031987		52,434.50	2/04/19 INV 31987		52434.50
2/11/19	INVOICE NUMBER 036395		73,970.96	2/11/19 INV 36395		73970.96
2/18/19	INVOICE NUMBER 040755		53,936.77	2/18/19 INV 40755		53936.77
2/20/19	N.S.F. CHECK 006535	X	30,000.00	2/20/19 NSF 6535		30000.00
2/25/19	INVOICE NUMBER 045246		71,912.55	2/25/19 INV 45246		71912.55
2/28/19	PAYMENT 022819	X	11,600.64CR	2/28/19 PMT 22819		11600.64-
3/01/19	PAYMENT 003119	X	30,000.00CR	3/01/19 PMT 3119		30000.00-
CURRENT	PAST DUE 1-7	PAST DUE 8-14	PAST DUE 15 & OVER	ACCOUNT BALANCE	ACCOUNT BALANCE	
240,554.13	78,844.92	57,993.27	836,854.71	1,214,387.04	00	

OR CALL THE A/R DEPT AT (800) 743-1764

AZ009997

STATEMENT IMPERIAL TRADING COMPANY

P. O. Box 676659
Dallas, TX 75267-6659

TEL (504) 736-4040 A/R
FAX (504) 736-4156

Sold To:

A-Z WHOLESALERS, INC.
11100 HARRY HINES BLVD.
DALLAS, TX 75229

Ship To:

A-Z WHOLESALE/WACO
3630 S. I-35 EXIT 331
WACO, TX 76706

IMPORTANT

03/01/19

CHARGES OR PAYMENTS
AFTER THIS DATE
WILL APPEAR ON YOUR
NEXT STATEMENT

PAGE#: 1

SALES # 099

CUSTOMER #: 95751

BOSSIER
STATEMENT

DELIVERY DATE: 03/01/19

STATEMENT DATE: 03/01/19

PAGE#: 1

CUSTOMER #: 95751

LOAD #:

SHIP TO:
A-Z WHOLESALE/W

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DATE	DESCRIPTION	DUE	AMOUNT	DATE / REF. #	DUE	AMOUNT
10/22/18	INVOICE NUMBER 413546	X	91,709.76	10/22/18 INV 413546	X	91709.76
10/29/18	INVOICE NUMBER 418037	X	70,124.23	10/29/18 INV 418037	X	70124.23
11/05/18	INVOICE NUMBER 422528	X	54,637.58	11/05/18 INV 422528	X	54637.58
11/12/18	INVOICE NUMBER 427134	X	53,600.71	11/12/18 INV 427134	X	53600.71
11/19/18	INVOICE NUMBER 431563	X	51,934.32	11/19/18 INV 431563	X	51934.32
11/26/18	INVOICE NUMBER 436032	X	64,406.71	11/26/18 INV 436032	X	64406.71
12/03/18	INVOICE NUMBER 440445	X	66,868.30	12/03/18 INV 440445	X	66868.30
12/10/18	INVOICE NUMBER 445068	X	95,773.09	12/10/18 INV 445068	X	95773.09
12/17/18	INVOICE NUMBER 449397	X	93,210.19	12/17/18 INV 449397	X	93210.19
12/26/18	INVOICE NUMBER 455218	X	49,212.02	12/26/18 INV 455218	X	49212.02
1/02/19	INVOICE NUMBER 010584	X	64,300.37	1/02/19 INV 10584	X	64300.37
1/07/19	INVOICE NUMBER 013970	X	73,867.04	1/07/19 INV 13970	X	73867.04
1/14/19	INVOICE NUMBER 018531	X	69,196.02	1/14/19 INV 18531	X	69196.02
1/21/19	INVOICE NUMBER 022561	X	51,189.51	1/21/19 INV 22561	X	51189.51
1/28/19	INVOICE NUMBER 027107	X	61,754.76	1/28/19 INV 27107	X	61754.76
2/04/19	INVOICE NUMBER 031988		51,237.44	2/04/19 INV 31988		51237.44
2/11/19	INVOICE NUMBER 036396		69,427.87	2/11/19 INV 36396		69427.87
2/18/19	INVOICE NUMBER 040756		55,853.63	2/18/19 INV 40756		55853.63
2/25/19	INVOICE NUMBER 045247		68,802.34	2/25/19 INV 45247		68802.34
DETACH HERE						
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CURRENT	PAST DUE 1-7	PAST DUE 8-14	PAST DUE 15 & OVER	ACCOUNT BALANCE	ACCOUNT BALANCE	
245,321.28	61,754.76	51,189.51	298,840.34	1,257,105.89	.00	

AZ009999

OR CALL THE A/R DEPT AT (800) 743-1764

STATEMENT IMPERIAL TRADING COMPANY

P. O. Box 676659
Dallas, TX 75267-6659
TEL (504) 736-4040 A/R
FAX (504) 736-4156

Sold To:

A-Z WHOLESALERS, INC.
11100 HARRY HINES BLVD.
DALLAS, TX 75229

Ship To:

A-Z WHOLESALE/DALLAS
11100 HARRY HINES BLVD.
DALLAS, TX 75229

IMPORTANT

06/12/20

CHARGES OR PAYMENTS
AFTER THIS DATE
WILL APPEAR ON YOUR
NEXT STATEMENT

PAGE#: 1

SALES # 099

CUSTOMER #: 95750

BOSSIER
STATEMENT

DELIVERY DATE: 06/12/20

STATEMENT DATE: 06/12/20

PAGE#: 1

CUSTOMER #: 95750

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SHIP TO: A-Z WHOLESALE/D

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DATE	DESCRIPTION	DUE	AMOUNT	DATE / REF. #	DUE	AMOUNT
10/29/18	INVOICE NUMBER 418036	X	70,186.96	10/29/18 INV 418036	X	70186.96
11/05/18	INVOICE NUMBER 422525	X	57,775.61	11/05/18 INV 422525	X	57775.61
11/12/18	INVOICE NUMBER 427133	X	56,021.58	11/12/18 INV 427133	X	56021.58
11/19/18	INVOICE NUMBER 431562	X	60,689.89	11/19/18 INV 431562	X	60689.89
11/26/18	INVOICE NUMBER 436031	X	76,438.74	11/26/18 INV 436031	X	76438.74
12/03/18	INVOICE NUMBER 440444	X	73,330.20	12/03/18 INV 440444	X	73330.20
12/10/18	INVOICE NUMBER 445067	X	93,135.93	12/10/18 INV 445067	X	93135.93
12/17/18	INVOICE NUMBER 449392	X	97,157.26	12/17/18 INV 449392	X	97157.26
12/26/18	INVOICE NUMBER 455217	X	62,816.49	12/26/18 INV 455217	X	62816.49
1/02/19	INVOICE NUMBER 010583	X	52,215.72	1/02/19 INV 10583	X	52215.72
1/07/19	INVOICE NUMBER 013969	X	67,740.70	1/07/19 INV 13969	X	67740.70
1/14/19	INVOICE NUMBER 018530	X	69,385.63	1/14/19 INV 18530	X	69385.63
1/21/19	INVOICE NUMBER 022559	X	57,993.27	1/21/19 INV 22559	X	57993.27
1/28/19	INVOICE NUMBER 027103	X	78,844.92	1/28/19 INV 27103	X	78844.92
2/04/19	INVOICE NUMBER 031987	X	52,434.50	2/04/19 INV 31987	X	52434.50
2/11/19	INVOICE NUMBER 036395	X	73,970.96	2/11/19 INV 36395	X	73970.96
2/18/19	INVOICE NUMBER 040755	X	53,936.77	2/18/19 INV 40755	X	53936.77
2/25/19	INVOICE NUMBER 045246	X	71,912.55	2/25/19 INV 45246	X	71912.55
3/04/19	INVOICE NUMBER 050049	X	69,472.08	3/04/19 INV 50049	X	69472.08
5/30/19	SHORT PAYMENT 053019	X	3,173.88	5/30/19 S/P 53019	X	3173.88
CURRENT			PAST DUE 1-7	PAST DUE 8-14	PAST DUE 15 & OVER	ACCOUNT BALANCE
.00			.00	.00	1,298,633.64	1,298,633.64
						.00

A-Z 183

OR CALL THE A/R DEPT AT (800) 743-1764

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

HARRISON COMPANY, L.L.C.,	§	
	§	
Plaintiff,	§	
	§	
v.	§	CIVIL ACTION NO. 3:19-CV-1057-B
	§	
A-Z WHOLESALERS, INC. and	§	
BARKAT G. ALI,	§	
	§	
Defendants.	§	

DECLARATION OF DANIEL BURGOS

1. My name is Daniel Burgos. I am over twenty-one years of age, of sound mind, and otherwise competent to make this declaration. I have never been convicted of a felony or crime involving moral turpitude. All statements in my declaration are true, correct, and based upon my personal knowledge gained from my position with Harrison Company, L.L.C. (“Harrison”).

2. I am a sales manager employed by Harrison and have held this position since 2014. Collectively attached to my declaration as Exhibit “1” are true, correct, and redacted copies of my 2018, 2019, and 2020 W-2s from Harrison.

3. My duties and responsibilities at Harrison include, but are not limited to, being a point of contact for various Harrison customers. I am, and have been, A-Z Wholesalers, Inc. (“A-Z”)’s account manager from 2017 until Harrison ceased selling to A-Z in 2019. I took over A-Z’s account from Rodney Thomas when he left Harrison.

4. As a Harrison sales manager, I only service accounts and customers that receive goods shipped from the Bossier City warehouse. Any new relationship I originate is serviced out

of the Bossier City warehouse. In my experience, any new customer relationship requires a signed and approved credit application, agreement, and guaranty before the Bossier City warehouse will sell and deliver any product to that new customer. None of my accounts or customers receive goods shipped from Imperial Trading Company, LLC's warehouse in Elmwood, Louisiana.

5. Since I became A-Z's account manager in 2017, I know that every A-Z order Harrison received during my time as A-Z's account manager was filled by Harrison from Harrison's warehouse in Bossier City, LA, and that Harrison delivered those products to an A-Z warehouse in Dallas, for A-Z's Dallas and Waco accounts. I only have Harrison accounts. All of my Harrison customers have their orders filled by Harrison from its Bossier City warehouse, including A-Z.

6. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 22, 2021.


Daniel Burgos

EXHIBIT 1

Employee Reference Copy			
W-2 Wage and Tax Statement		2018	
OMB No. 1545-0048			
Copy C for employee's records			
d Control number	Dept.	Corp.	Employer use only
009798 ATLA/L7I	000060		A 36
c Employer's name, address, and ZIP code			
HARRISON COMPANY LLC 701 EDWARDS AVE ELMWOOD LA 70123			
Batch #02975			
a/f Employee's name, address, and ZIP code			
DANIEL BURGOS 1813 CALADIUM DRIVE CORINTH TX 76210			
b Employer's FED ID number	a Employee's SSA number		
72-0206790	6734		
1 Wages, tips, other comp.	2 Federal income tax withheld		
3 Social security wages	4 Social security tax withheld		
5 Medicare wages and tips	6 Medicare tax withheld		
7 Social security tips	8 Allocated tips		
9 Verification Code	10 Dependent care benefits		
06d9-8d4d-bf61-84d0			
11 Nonqualified plans	12a See instructions for box 12		
	D		
14 Other	12b		
	12c		
	12d		
	13 Stat emp. Ret. plan 3rd party sick pay		
15 State	Employer's state ID no.	16 State wages, tips, etc.	
TX			
17 State income tax		18 Local wages, tips, etc.	
19 Local income tax		20 Locality name	

Employee Reference Copy			
W-2 Wage and Tax Statement		2019	
OMB No. 1545-0048			
Copy C for employee's records			
d Control number	Dept.	Corp.	Employer use only
009798 ATLA/L7I	000060		A 43
c Employer's name, address, and ZIP code			
HARRISON COMPANY LLC 701 EDWARDS AVE ELMWOOD LA 70123			
Batch #02966			
a/f Employee's name, address, and ZIP code			
DANIEL BURGOS 1813 CALADIUM DRIVE CORINTH TX 76210			
b Employer's FED ID number	a Employee's SSA number		
72-0206790	3734		
1 Wages, tips, other comp.	2 Federal income tax withheld		
3 Social security wages	4 Social security tax withheld		
5 Medicare wages and tips	6 Medicare tax withheld		
7 Social security tips	8 Allocated tips		
9	10 Dependent care benefits		
11 Nonqualified plans	12a See instructions for box 12		
	D		
14 Other	12b		
	12c		
	12d		
	13 Stat emp. Ret. plan 3rd party sick pay		
15 State	Employer's state ID no.	16 State wages, tips, etc.	
TX			
17 State income tax		18 Local wages, tips, etc.	
19 Local income tax		20 Locality name	

Plaintiffs Exhibit
P-024

HAR006167

CONFIDENTIAL

Employee Reference Copy	
W-2	Wage and Tax Statement
2020	
OMB No. 1545-0008	
Copy C for employee's records.	
d Control number	Dept. Corp. Employer use only
009798 ATLA/L7I	000060 A 43
c Employer's name, address, and ZIP code	
HARRISON COMPANY LLC 701 EDWARDS AVE ELMWOOD LA 70123	
Batch #03406	
e/f Employee's name, address, and ZIP code	
DANIEL BURGOS 1813 CALADIUM DRIVE CORINTH TX 76210	
b Employer's FED ID number	a Employee's SSA number
72-0206790	XXX-XX-3734
1 Wages, tips, other comp.	2 Federal income tax withheld
3 Social security wages	4 Social security tax withheld
5 Medicare wages and tips	6 Medicare tax withheld
7 Social security tips	8 Allocated tips
9	10 Dependent care benefits
11 Nonqualified plans	12a See instructions for box 12
	D
14 Other	12b
	12c
	12d
	13 Stat emp Ret. plan 3rd party sick pay
	X
15 State	Employer's state ID no.
TX	
16 State wages, tips, etc.	
17 State income tax	18 Local wages, tips, etc.
19 Local income tax	20 Locality name

CONFIDENTIAL

HAR006168

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

HARRISON COMPANY, L.L.C.,

Plaintiff,

v.

**A-Z WHOLESALERS INC. and
BARKAT G. ALI,**

Defendants.

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§

CIVIL ACTION NO. 3:19-CV-1057-B

DECLARATION OF CHRISTOPHER MCCLURE

1. My name is Christopher McClure. I am over twenty-one years of age, of sound mind, and otherwise competent to make this declaration. I have never been convicted of a felony or crime involving moral turpitude. All statements in my declaration are true, correct, and based upon my personal knowledge gained from my position with Harrison Company, L.L.C. (“Harrison”).

2. I am employed by Harrison, have been since 2014, and am currently Harrison’s Director of Warehouse Operations. I have held that position since 2020. I was the Warehouse Manager for Bossier City from 2016 through 2020. My office is at Harrison’s warehouse located at 4801 Viking Drive, Bossier City, LA, which is Harrison’s only warehouse.

3. Collectively attached to my declaration as Exhibit “1,” are true, correct, and redacted copies of my 2018, 2019, and 2020 W-2s from Harrison.

4. As Director of Warehouse operations, I am responsible for, among other things, Harrison’s employees. Harrison employs everyone who works at its Bossier City warehouse. I

am also responsible for everything Harrison receives or ships through its warehouse. Harrison supplies all of its customers with the products they order from Harrison's warehouse.

5. Harrison buys and owns all of the inventory in its Bossier City warehouse. Since I have been employed by Harrison, every A-Z order was filled by Harrison from its inventory in its Bossier City warehouse.

6. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 23, 2021.


Christopher McClure

EXHIBIT 1

Employee Reference Copy W-2 Wage and Tax Statement 2018 OMB No. 1545-0048			
Copy C for employee's records			
d Control number	Dept.	Corp.	Employer use only
002801 ATLA/L7I	000070	A	146
c Employer's name, address, and ZIP code			
HARRISON COMPANY LLC 701 EDWARDS AVE ELMWOOD LA 70123			
Batch #02975			
a/r Employee's name, address, and ZIP code			
CHRISTOPHER MCCLURE 8102 BLANCHARD LATEX RD. SHREVEPORT LA 71107			
b Employer's FED ID number	a Employee's SSA number		
72-0206790	[REDACTED] 8109		
1 Wages, tips, other comp.	2 Federal income tax withheld		
[REDACTED]	[REDACTED]		
3 Social security wages	4 Social security tax withheld		
[REDACTED]	[REDACTED]		
5 Medicare wages and tips	6 Medicare tax withheld		
[REDACTED]	[REDACTED]		
7 Social security tips	8 Allocated tips		
[REDACTED]	[REDACTED]		
9 Verification Code	10 Dependent care benefits		
e2b4-39a3-c3ea-0f2e	[REDACTED]		
11 Nonqualified plans	12a See instructions for box 12		
[REDACTED]	D [REDACTED]		
14 Other	12b AA [REDACTED]		
[REDACTED]	12c DD [REDACTED]		
[REDACTED]	12d [REDACTED]		
13 Stat emp.	Ret. plan	3rd party sick pay	
[REDACTED]	X	[REDACTED]	
15 State	Employer's state ID no.	16 State wages, tips, etc.	
LA	0087908001	[REDACTED]	
17 State income tax	18 Local wages, tips, etc.		
[REDACTED]	[REDACTED]		
19 Local income tax	20 Locality name		
[REDACTED]	[REDACTED]		

Employee Reference Copy W-2 Wage and Tax Statement 2019 OMB No. 1545-0048			
Copy C for employee's records			
d Control number	Dept.	Corp.	Employer use only
002801 ATLA/L7I	000070	A	144
c Employer's name, address, and ZIP code			
HARRISON COMPANY LLC 701 EDWARDS AVE ELMWOOD LA 70123			
Batch #02966			
a/r Employee's name, address, and ZIP code			
CHRISTOPHER MCCLURE 8102 BLANCHARD LATEX RD. SHREVEPORT LA 71107			
b Employer's FED ID number	a Employee's SSA number		
72-0206790	[REDACTED] 8109		
1 Wages, tips, other comp.	2 Federal income tax withheld		
[REDACTED]	[REDACTED]		
3 Social security wages	4 Social security tax withheld		
[REDACTED]	[REDACTED]		
5 Medicare wages and tips	6 Medicare tax withheld		
[REDACTED]	[REDACTED]		
7 Social security tips	8 Allocated tips		
[REDACTED]	[REDACTED]		
9	10 Dependent care benefits		
[REDACTED]	[REDACTED]		
11 Nonqualified plans	12a See instructions for box 12		
[REDACTED]	D [REDACTED]		
14 Other	12b AA [REDACTED]		
[REDACTED]	12c DD [REDACTED]		
[REDACTED]	12d [REDACTED]		
13 Stat emp.	Ret. plan	3rd party sick pay	
[REDACTED]	X	[REDACTED]	
15 State	Employer's state ID no.	16 State wages, tips, etc.	
LA	0087908001	[REDACTED]	
17 State income tax	18 Local wages, tips, etc.		
[REDACTED]	[REDACTED]		
19 Local income tax	20 Locality name		
[REDACTED]	[REDACTED]		

Plaintiffs Exhibit
P-025

HAR006169

CONFIDENTIAL

Employee Reference Copy	
W-2	Wage and Tax Statement
2020	
OMB No. 1545-0008	
Copy C for employee's records.	
d Control number	Dept. Corp. Employer use only
002801 ATLA/L7I	000070 A 178
c Employer's name, address, and ZIP code	
HARRISON COMPANY LLC	
701 EDWARDS AVE	
ELMWOOD LA 70123	
Batch #03406	
e/f Employee's name, address, and ZIP code	
CHRISTOPHER MCCLURE	
8102 BLANCHARD LATEX RD.	
SHREVEPORT LA 71107	
b Employer's FED ID number	a Employee's SSA number
72-0206790	XXX-XX-8109
1 Wages, tips, other comp.	2 Federal income tax withheld
3 Social security wages	4 Social security tax withheld
5 Medicare wages and tips	6 Medicare tax withheld
7 Social security tips	8 Allocated tips
9	10 Dependent care benefits
11 Nonqualified plans	12a See instructions for box 12
	D
14 Other	12b AA
	12c DD
	12d
	13 Stat emp Ret. plan 3rd party sick pay
	X
15 State	Employer's state ID no.
LA	0087908001
16 State wages, tips, etc.	
17 State income tax	18 Local wages, tips, etc.
19 Local income tax	20 Locality name

CONFIDENTIAL

HAR006170

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

HARRISON COMPANY, L.L.C.,

Plaintiff,

v.

A-Z WHOLESALERS INC. and
BARKAT G. ALI,

Defendants.

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CIVIL ACTION NO. 3:19-CV-1057-B

DECLARATION OF SCOTT FALEY

1. My name is Scott Faley. I am over twenty-one years of age, of sound mind, and otherwise competent to make this declaration. I have never been convicted of a felony or crime involving moral turpitude. All statements in my declaration are true, correct, and based upon my personal knowledge gained from my position with Harrison Company, L.L.C. ("Harrison").

2. I am employed by Harrison, have been since 1994, and am currently Harrison's Transportation Manager. I have held that position since 2008. My office is at Harrison's warehouse located at 4801 Viking Drive, Bossier City, LA.

3. Collectively attached to my declaration as Exhibit "1," are true, correct, and redacted copies of my 2018, 2019, and 2020 W-2s from Harrison.

4. As Harrison's Transportation Manager, my duties and responsibilities include the Harrison trucks and drivers that deliver Harrison products to Harrison customers from Harrison's warehouse in Bossier City.

5. Harrison leases its tractors and either leases or owns its trailers (together, "trucks"). Harrison registers its trucks with the Department of Transportation and employs its

own drivers. All Harrison products sold from Bossier City are delivered by Harrison to its customers. Harrison delivered products for A-Z's Dallas and Waco accounts to A-Z's Dallas warehouse. Every delivery to A-Z's warehouse in Dallas was made by Harrison in a Harrison truck.

6. From 2017 through 2019, a "Manifest" that stated "Imperial" and "Bossier" evidenced every delivery from Harrison's warehouse in Bossier City, to A-Z's warehouse in Dallas. A Harrison driver and an A-Z customer representative signed each manifest. Harrison's drivers returned each original signed manifest to Bossier City, for Harrison's records. Collectively attached to my declaration as Exhibit "2" are true and correct copies of October 29, 2018 manifests for a delivery from Harrison to A-Z's warehouse in Dallas, for A-Z's Dallas and Waco accounts.

7. Collectively attached to my declaration as Exhibit "3" are true and correct copies of photos that I personally took of Harrison trucks. I used the camera on my phone to take these pictures, I know how to operate my phone on my camera, and the images in Exhibit "3" are fair and accurate depictions. My photographs show what the Harrison trucks delivering to A-Z from 2017 through 2019 would look like.

8. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 22, 2021.

Scott Faley



EXHIBIT 1

Employee Reference Copy	
W-2	Wage and Tax Statement 2018
OMB No. 1545-0048	
Copy C for employee's records	
d Control number	Dept. Corp. Employer use only
001530 ATLA/L7I	000090 A 72
c Employer's name, address, and ZIP code	
HARRISON COMPANY LLC 701 EDWARDS AVE ELMWOOD LA 70123	
Batch #02975	
a/f Employee's name, address, and ZIP code	
SCOTT FALEY 4416 DEIDRA BOSSIER CITY LA 71111	
b Employer's FED ID number	a Employee's SSA number
72-0206790	5522
1 Wages, tips, other comp.	2 Federal income tax withheld
3 Social security wages	4 Social security tax withheld
5 Medicare wages and tips	6 Medicare tax withheld
7 Social security tips	8 Allocated tips
9 Verification Code	10 Dependent care benefits
40b6-99aa-f16d-78e8	
11 Nonqualified plans	12a See instructions for box 12
	12b DD
14 Other	12c
	12d
13 Stat emp. Ret. plan 3rd party sick pay	
15 State Employer's state ID no.	16 State wages, tips, etc.
LA 0087908001	
17 State income tax	18 Local wages, tips, etc.
19 Local income tax	20 Locality name

Employee Reference Copy	
W-2	Wage and Tax Statement 2019
OMB No. 1545-0048	
Copy C for employee's records	
d Control number	Dept. Corp. Employer use only
001530 ATLA/L7I	000090 A 74
c Employer's name, address, and ZIP code	
HARRISON COMPANY LLC 701 EDWARDS AVE ELMWOOD LA 70123	
Batch #02966	
a/f Employee's name, address, and ZIP code	
SCOTT FALEY 4416 DEIDRA BOSSIER CITY LA 71111	
b Employer's FED ID number	a Employee's SSA number
72-0206790	5522
1 Wages, tips, other comp.	2 Federal income tax withheld
3 Social security wages	4 Social security tax withheld
5 Medicare wages and tips	6 Medicare tax withheld
7 Social security tips	8 Allocated tips
9	10 Dependent care benefits
11 Nonqualified plans	12a See instructions for box 12
	12b DD
14 Other	12c
	12d
13 Stat emp. Ret. plan 3rd party sick pay	
15 State Employer's state ID no.	16 State wages, tips, etc.
LA 0087908001	
17 State income tax	18 Local wages, tips, etc.
19 Local income tax	20 Locality name

Plantiffs Exhibit
P-026

HAR006171

CONFIDENTIAL

W-2		Employee Reference Wage and Tax Statement		Copy 2020 OMB No. 1545-0008	
Copy C for employee's records.					
d Control number 001530 ATLA/L7I		Dept. 000090	Corp.	Employer use only A 78	
c Employer's name, address, and ZIP code HARRISON COMPANY LLC 701 EDWARDS AVE ELMWOOD LA 70123 Batch #03406					
e/f Employee's name, address, and ZIP code SCOTT FALEY 4416 DEIDRA BOSSIER CITY LA 71111					
b Employer's FED ID number 72-0206790			a Employee's SSA number XXX-XX-5522		
1 Wages, tips, other comp. [REDACTED]			2 Federal income tax withheld [REDACTED]		
3 Social security wages [REDACTED]			4 Social security tax withheld [REDACTED]		
5 Medicare wages and tips [REDACTED]			6 Medicare tax withheld [REDACTED]		
7 Social security tips			8 Allocated tips		
9			10 Dependent care benefits		
11 Nonqualified plans			12a See instructions for box 12 D [REDACTED]		
14 Other			12b DD [REDACTED]		
			12c [REDACTED]		
			12d [REDACTED]		
			13 Stat emp	Ret. plan	3rd party sick pay
15 State LA	Employer's state ID no. 0087908001		16 State wages, tips, etc. [REDACTED]		
17 State income tax [REDACTED]			18 Local wages, tips, etc.		
19 Local income tax			20 Locality name		

CONFIDENTIAL

HAR006172

EXHIBIT 2



P.O. BOX 676659 DALLAS, TX 75267-6659 1-800-341-7567
MORE FOR YOUR STORE.

INVOICES 418036
 AMOUNTS \$70186.86
 PICK UPS

LABELS:
ZONE 20

CIGS
 248517 012p
 248518 030p
 2758839 030p
 2758840 030p
 2758841 030p
 2758842 030p
 2758843 030p
 2758844 030p
 2758845 030p
 2758846 030p
 2758847 030p
 2758848 030p
 2758849 030p
 28678230 030p
 28678231 030p
 28678232 030p
 28678233 030p
 28678234 030p
 28678235 030p
 28678236 030p
 28678237 030p
 28678238 030p
 28678240 030p
 28678241 030p
 28678242 030p

ZONE 20

CIGS
 28678243 030p
 28678244 030p
 28678245 030p
 28678246 030p
 28678247 030p
 28678248 030p
 28678250 030p
 28678251 030p
 28678252 030p
 28678253 030p
 28678254 030p
 28678255 001p
 28678256 030p
 28678258 030p
 28678258 030p

ZONE 30

TOR
 28678314 058p
 28678315 043p
 28678316 055p
 28678317 005p
 28678353 004p

40 Cases

5 Rd Tote

BOSSIER

SHIP TO: A-Z WHOLESALE/DALLAS
 95750 11100 HARRY HINES BLVD.
 150 DALLAS, TX 75229
 972-484-1153



MANIFEST

ROUTE: 1-42-004
 FOR DELIVERY ON 10/29/18

NET 7 DAYS

IF DRIVER NOT PICKING UP EMPTY TOTES PLEASE CALL TRANS OFFICE @1-800-341-7567

Driver/Customer must verify # of Totes Delivered/Returned
Received boxes in place of totes? Make any adjustments on manifest.

DELIVERED	VERIFY	EMPTY	PICKUP	TOTAL TOTES	CUST
TODAY	TODAY	TOTES	+TOTES	RETURNED	INTL
5					

MANIFEST TOTALS		Cust Initial
CIGARETTE CARTONS:	1126	
TOTAL CIGARETTES FOR STOP:	1126	
TOTAL UNITS ALL TOBACCO:	163	
TOTAL FRESH CASES:	0	
TOTAL CIG CASES DELIVERED:	40	
TOTAL RED/BLUE TOTES DELIVERED:	5	
TOTAL CASES DELIVERED:	45	
RED/BLUE TOTES RETURNED:		
YOUR INITIALS CONFIRM THAT CASE COUNT HAS BEEN VERIFIED		ON LAST INV 4

COMMENTS

*NOTE Full CS deliveries are not in totes

CUSTOMER SIGNATURE X

DRIVER SIGNATURE X

A/R LOG# DRIVER RETURN FORM#

C/S CONF# OR LOG# 315787

I acknowledge receipt of the product(s) listed on the above referenced invoice(s) and by signing this document agree that the company and/or person listed below is financially responsible for paying the amount of the invoice(s), and all costs and attorney fees associated with any collection efforts, to Imperial Trading Co., Inc. All amounts not paid within 30 days after invoice date, with a minimum charge of .50 per month.

SOLD TO: A-Z WHOLESALE, INC. 11100 HARRY HINES BLVD. DALLAS, TX 75229

HAR000689

Appendix 65

LH001 4/25/18 14:00



P.O. BOX 676659 DALLAS, TX 75267-6659 1-800-341-7567
MORE FOR YOUR STORE.

BOSSIER

SHIP TO: A-Z WHOLESALE/WACO
 95751 3630 S. I-35 EXIT 331
 160 WACO, TX 76706
 254-662-2400

**MANIFEST**

ROUTE: 1-42-005
 FOR DELIVERY ON 10/29/18

NET 7 DAYS

INVOICES 418037
 AMOUNTS \$70124.23
 PICK UPS

LABELS:
 ZONE 20

ZONE 20 CIGS	ZONE 20 CIGS	ZONE 30 TOS
2758850 030p	28678280 030p	28678320 030p
2758851 030p	28678281 030p	28678321 057p
2758852 030p	28678282 030p	28678322 056p
2758853 030p	28678283 030p	28678323 054p
2758854 030p	28678284 030p	28678325 056p
2758855 030p	28678285 030p	28678326 055p
2758856 030p	28678286 030p	28678327 020p
2758857 030p	28678287 030p	28678325 020p
28678281 030p	28678288 030p	
28678282 030p	28678290 030p	
28678283 030p	28678291 007p	
28678284 030p		
28678285 030p		
28678286 030p		
28678287 030p		
28678288 030p		
28678289 030p		
28678271 030p		
28678272 030p		
28678273 030p		
28678274 030p		
28678275 030p		
28678276 030p		
28678277 030p		
28678278 030p		

36 Cases

8 Rd Tots

IF DRIVER NOT PICKING UP EMPTY TOTES PLEASE CALL TRANS OFFICE @1-800-341-7567

**Driver/Customer must verify # of Totes Delivered/Returned
 Received boxes in place of totes? Make any adjustments on manifest.**

DELIVERED TODAY	VERIFY TODAY	EMPTY TOTES	PICKUP #TOTES	TOTAL TOTES RETURNED	CUST INTL
8					

MANIFEST TOTALS		Cust Initial
CIGARETTE CARTONS:	1057	<u>RCA</u>
TOTAL CIGARETTES FOR STOP:	1057	
TOTAL UNITS ALL TOBACCO:	360	
TOTAL FRESH CASES:	0	
TOTAL CIG CASES DELIVERED:	36	
TOTAL RED/BUE TOTES DELIVERED:	8	
TOTAL CASES DELIVERED:	44	
RED/BUE TOTES RETURNED:		ON LAST INV 8

YOUR INITIALS CONFIRM THAT CASE COUNT HAS BEEN VERIFIED

COMMENTS

*NOTE Full CS deliveries are not in totes

CUSTOMER SIGNATURE X

DRIVER SIGNATURE X

A/R LOG#

DRIVER RETURN FORM#

C/S CONF# OR LOG#

I acknowledge receipt of the product(s) listed on the above referenced invoice(s) and by signing this document agree that the company and/or person listed below is financially responsible for paying the amount of the invoice(s), and all costs and attorney fees associated with any collection efforts, to Imperial Trading Co., Inc. All amounts not paid within 30 days after invoice date, with a minimum charge of .50 per month.

SOLD TO: A-Z WHOLESALE, INC. 11100 HARRY HINES BLVD. DALLAS, TX 75229

HAR000690

Appendix 66

EXHIBIT 3



Plaintiffs Exhibit
P-027

HAR006111



HAR006112



HAR006113



HAR006114



HAR006115

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

HARRISON COMPANY, LLC,)
)
 Plaintiff,)
)
 vs.) 3:19-CV-01057-B
)
 A-Z WHOLESALERS INC. and)
 BARKAT G. ALI,)
)
 Defendants.)

PRETRIAL CONFERENCE
BEFORE THE HONORABLE JANE J. BOYLE
UNITED STATES DISTRICT JUDGE
MARCH 26, 2021

A P P E A R A N C E S

For the Plaintiff:

LOCKE LORD, LLP
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Dallas, TX 75201
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BY: DAVID L. SWANSON
Email: junis@lockelord.com
JOSEPH A. UNIS, JR.
Email: haley.owen@lockelord.com
HALEY MOWDY OWEN

For the Defendants:

JOYCE W. LINDAUER ATTORNEY, PLLC
1412 Main Street - Suite 500
Dallas, TX 75202
972/503-4033
Email: joyce@joycelindauer.com
BY: JOYCE W. LINDAUER
Email: guy@joycelindauer.com
GUY HOLMAN

and

LAW OFFICES OF FRANK J. WRIGHT, PLLC
2323 Ross Avenue - Suite 730
Dallas, TX 75201
214/238-4153
Email: jeff@fjwright.law
BY: JEFFREY MICHAEL VETETO

SHAWNIE ARCHULETA, CSR/CRR
FEDERAL COURT REPORTER - 214.753.2747

COURT REPORTER: SHAWNIE ARCHULETA, TX CCR No. 7533
1100 Commerce Street
Dallas, Texas 75242

proceedings reported by mechanical stenography,
transcript produced by computer.

SHAWNIE ARCHULETA, CSR/CRR
FEDERAL COURT REPORTER - 214.753.2747

1 (In open court at 9:08 a.m.)

2 THE COURT: Good morning.

3 For the record, this is Civil Action
4 3:19-CV-1057.

5 We're at the pretrial conference for
6 Harrison, LLC, versus A to Z Wholesalers, et al.

7 Who is here for the plaintiff? Lead
8 counsel first.

9 MR. SWANSON: Good morning, Your Honor,
10 David Swanson.

11 THE COURT: You can take your mask off as
12 long as you are immune.

13 Did you take your shots?

14 MR. SWANSON: I've had both my shots.

15 THE COURT: Okay. Good.

16 MR. SWANSON: David Swanson for the
17 Plaintiff, Harrison Company, along with --

18 THE COURT: Stand up and announce yourself
19 and take your mask off.

20 MR. UNIS: Joe Unis, Your Honor, for the
21 Plaintiff, Harrison Company, LLC.

22 THE COURT: Mr. Unis, yes, nice to see
23 you.

24 MR. UNIS: Nice to see you.

25 MS. OWEN: Haley Owen, also for the

**SHAWNIE ARCHULETA, CSR/CRR
FEDERAL COURT REPORTER - 214.753.2747**

1 Plaintiff, Harrison Company, LLC.

2 THE COURT: Thank you very much. And for
3 the Defense?

4 MS. LINDAUER: And Joyce Lindauer for the
5 Defendants, A to Z and Mr. Barkat.

6 THE COURT: Mr. Barkat is who?

7 MS. LINDAUER: I'm sorry, he's one of the
8 defendants, Ali Barkat. We represent both of them.

9 THE COURT: Okay. I see. I see.

10 Go ahead and sit down.

11 I came up with the idea that I think this
12 case has very little jury appeal, but it's up to
13 you, if you would maybe try this as a bench trial.

14 You know, it's not going to make any
15 difference to me -- I mean, I will make sure it
16 doesn't make any difference to me, but I would love
17 for you to try this as a bench trial, because I
18 think these are just legal issues.

19 Yes, Mr. Swanson.

20 MR. SWANSON: Yes, Your Honor. We have no
21 objection. As a matter of fact, we even suggested
22 right before we got the Court's email that we could
23 try this case on stipulated exhibits and facts,
24 because we think there is no fact issue, and it's
25 just a legal issue or legal issues.

**SHAWNIE ARCHULETA, CSR/CRR
FEDERAL COURT REPORTER - 214.753.2747**

1 THE COURT: I think so, too.

2 Ms. Lindauer.

3 MS. LINDAUER: Your Honor, we discussed it
4 with our clients, and they are just adamant that if
5 we are going to have a trial, they would like a
6 jury, so. . .

7 THE COURT: I mean -- okay. But you do
8 understand, don't you, that this is just
9 hypertechnical stuff that they're really going to be
10 confused about. And I hope you can make it simple.
11 I know, Ms. Lindauer, you've done that, and I'm sure
12 you've counseled them, but it's much better as a
13 bench trial.

14 Do you want to talk to them some more?

15 MS. LINDAUER: Can I be real candid with
16 the Court?

17 THE COURT: Yes.

18 MS. LINDAUER: They're scared to death of
19 you.

20 THE COURT: Why? Come up to the lecturn,
21 please.

22 MS. LINDAUER: Okay. Well, I think
23 they've read a number of your rulings, and they
24 are -- they are hypertechnical rulings, obviously,
25 but I think it scared them.

**SHAWNIE ARCHULETA, CSR/CRR
FEDERAL COURT REPORTER - 214.753.2747**

1 And you have to realize, one of our
2 defendants, Mr. Barkat, is like 78 years old. He's
3 a cancer survivor. He's an elderly gentleman. And
4 he is just very concerned that -- he feels like he
5 should have a jury trial. So that's the reason that
6 they are so insistent on having a jury trial.

7 THE COURT: All right. They're going to
8 get one.

9 MS. LINDAUER: No fault on yours.

10 THE COURT: I know.

11 MS. LINDAUER: You're doing your job, but
12 you understand the perception of clients can
13 sometimes be different perhaps, so. . .

14 THE COURT: That's fine, Ms. Lindauer. I
15 appreciate you making the effort.

16 So, Mr. Holman, who are you? Is he an
17 officer? Director?

18 MS. LINDAUER: No, he's an associate with
19 our law firm.

20 THE COURT: Okay? No one is here for the
21 parties.

22 MS. LINDAUER: No, we didn't bring
23 parties.

24 THE COURT: I'm sorry. I didn't know.

25 MS. LINDAUER: No. And then the other

**SHAWNIE ARCHULETA, CSR/CRR
FEDERAL COURT REPORTER - 214.753.2747**

1 gentleman is actually a clerk that works at our
2 firm.

3 THE COURT: I have Larry Boyd, Clerk, but
4 you didn't identify Mr. Holman.

5 Thank you, Mr. Holman.

6 MR. HOLMAN: Thank you, Your Honor.

7 THE COURT: Let's get started, then.

8 All right. Let's start with the
9 Plaintiff's Motions in Limine.

10 Okay. I think -- I'm hoping you-all have
11 agreed to all of these. But Defense, will you tell
12 me which of those you have agreed to so we don't
13 have to go through them?

14 Would you come up here, please?

15 MS. LINDAUER: Sure. Yes, ma'am.

16 We actually filed a response.

17 THE COURT: No, this is your motions in
18 limine. I want to hear from the defense.

19 MS. LINDAUER: We are the defense.

20 You want to hear from the Plaintiff?

21 THE COURT: Yes.

22 MS. LINDAUER: All right. Thank you.

23 MR. UNIS: May it please the Court.

24 Your Honor, our motions in limine address
25 seven specific topics, one of which has two

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1 subtopics.

2 Defendants did file a response this
3 morning that I have had an opportunity to review. I
4 don't know if we've agreed to anything. It seems as
5 if they are willing to limit certain testimony, and
6 they agreed to some of the factual bases pursuant to
7 which we filed our limines.

8 So in the interest of judicial economy and
9 efficiency, I don't want to have to go 1 through 7.
10 But if that's what the Court prefers, I certainly
11 will.

12 THE COURT: Well, if they haven't agreed
13 to them for sure on the record, then let's go
14 through them.

15 MR. UNIS: Yes, Your Honor.

16 THE COURT: I'm going to have you do it
17 one by one. Okay?

18 MR. UNIS: Understood.

19 The first motion in limine, Your Honor, is
20 any argument regarding alleged payment and/or offset
21 that the Defendants did not plead; payment is an
22 affirmative defense.

23 We cite to authority in our brief. This
24 gets to the amount of the debt, if there is any fact
25 question.

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1 THE COURT: You only have one affirmative
2 defense.

3 MR. UNIS: We're the plaintiffs.

4 THE COURT: I'm sorry, I'm confused.

5 MR. UNIS: I understand there's a lot to
6 follow.

7 The only affirmative defense -- or I guess
8 there's two that are still at issue --

9 THE COURT: Standing.

10 MR. UNIS: -- is really standing.

11 And so throughout this litigation, Your
12 Honor, if you recall our summary judgment motions,
13 we put on extensive proof from our client's
14 controller, Ms. Sandy Zazulak, that established the
15 amount of the debt three or four different ways.
16 And they all led to the same conclusion, which is
17 also addressed in the Court's most recent ruling,
18 ECF-110, on our Motion for Reconsideration.

19 So we don't think there's any dispute as
20 to the amount owed. We would like to stipulate to
21 that.

22 THE COURT: Let me hear from Ms. Lindauer.
23 Come on up here.

24 MS. LINDAUER: Thank you.

25 THE COURT: What's your beef with the

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1 Motion in Limine Number 1?

2 MS. LINDAUER: Motion in Limine Number 1,
3 I would agree with them that we would not be using
4 documents to prove the amount due and owing. That
5 would be their documents.

6 But the documents that reflect the amount
7 due and owing also reflect who was actually charging
8 the amounts due and owing. So that's the snaggy
9 part of that.

10 So while they may not be offered to
11 actually prove up the total amount due -- and I
12 would agree, there's really not a dispute over how
13 much is owed. But the actual payment invoices and
14 shipping manifests and all of that stuff goes to the
15 question of who was the actual party.

16 THE COURT: I agree.

17 MS. LINDAUER: So you understand the
18 issue.

19 So we're not using it for the purpose they
20 are suggesting, and we put that in our response.

21 Really, we think it goes to the question
22 of standing.

23 THE COURT: Mr. Unis, come on up. You can
24 just --

25 MS. LINDAUER: Stay here.

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1 THE COURT: Fine.

2 MS. LINDAUER: Have you had any shots?

3 MR. UNIS: I've had my first dose.

4 MS. LINDAUER: I've had two, so I just
5 wanted to be sure.

6 MR. UNIS: Your Honor, I think with the
7 stipulation it's not confusing, and I have no issue
8 with the exhibits.

9 We're not disputing the fact that they say
10 "Imperial-Bossier." I think it becomes potentially
11 confusing and prejudicial for the jury if you are
12 putting in all this evidence of payment, and then
13 they're asked to somehow determine what the amount
14 is.

15 THE COURT: Ms. Lindauer, what can you
16 agree to?

17 MS. LINDAUER: Your Honor, I think we can
18 agree to the amount.

19 THE COURT: Okay.

20 MS. LINDAUER: To the extent that they
21 establish -- the real question here is who is
22 liable, or who is responsible.

23 THE COURT: Right.

24 MS. LINDAUER: That's the question. Yeah,
25 I don't think there's really a dispute as to the

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1 amount. If we're off for a few dollars, we're not
2 going to argue about that.

3 THE COURT: So you're going to stipulate
4 to the amount owed, but you want those other
5 documents, then, to show the people transacting.

6 What about that?

7 MR. UNIS: I think I'm agreeable to that.
8 I would like to confer with my co-counsel --

9 THE COURT: Sure.

10 MR. UNIS: -- Your Honor. But I really do
11 believe it's a binary issue. It's either zero or
12 the amount we have pled.

13 THE COURT: Okay. I'm going to grant in
14 part and deny in part -- assuming your partner
15 agrees -- with the amount stipulated to. You-all
16 put together a stipulation, and the other -- yes,
17 sir. Mr. Swanson?

18 MR. SWANSON: I just wanted to clarify
19 before I agreed or disagreed. I agree with the
20 stipulation to the amount sought. I got a little
21 sidetracked on the second part of that, which is the
22 manifests and the statements. Was that -- was that
23 the part --

24 THE COURT: Ms. Lindauer, why don't you
25 explain.

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1 MS. LINDAUER: Understood. So as I
2 understood it, the limine that was filed addressed
3 certain exhibits that would go to the actual amount
4 being claimed, as well as perhaps delivery of the
5 goods that make up that amount.

6 I don't think we're disputing -- because
7 we don't have a defense on it -- the amount that
8 you're claiming. The dispute is who was the
9 contract with or who was the agreement with with
10 regard to those particular amounts.

11 So I think the documents come in under
12 that theory, but not to prove the actual amount due.
13 I think we can agree that the amount due --

14 THE COURT: I will give them a limiting
15 instruction.

16 MS. LINDAUER: Right. Right. So I think
17 we can agree on the amount due.

18 MR. SWANSON: Right. And the only
19 clarification -- and I proposed this yesterday when
20 we were conferring -- is Ms. Lindauer can argue
21 whatever she wants about what she thinks the
22 documents mean or say.

23 We would ask her to identify, because the
24 Court's scheduling order, 9C, said a specific
25 description.

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1 THE COURT: All of the exhibits should be
2 described and numbered by now.

3 MS. LINDAUER: They are.

4 MR. SWANSON: But this goes to those
5 exhibits. Because Imperial Trading Company-Bossier
6 is critical to the description of the manifests, the
7 statements, the invoices. It's on every one of
8 them.

9 And that's critical because -- one more
10 thing.

11 THE COURT: No, no, I'm just going to tell
12 her to be quiet.

13 MS. LINDAUER: I'm being quiet.

14 MR. SWANSON: One more thing. Plaintiff's
15 Exhibit 6 -- and I don't think you objected to it,
16 because you produced it -- is a letter to all the
17 Harrison customers dated October 1st, 2014, that
18 says, "We're going to call Harrison Imperial Trading
19 Company-Bossier." Tells every customer that.

20 They've got a copy and have produced it back to us.

21 So I just don't want the confusion for the
22 jury, because they're going to say, "Oh, I'm doing
23 business with Imperial Trading." Well, it says
24 "Imperial Trading Company-Bossier." That's what the
25 letter said you're going to get.

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1 THE COURT: Well, I think this is just the
2 dispute.

3 MR. SWANSON: It's not a fact question,
4 it's a legal question. We admit, we stipulate, that
5 those invoices say "Imperial Trading
6 Company-Bossier." We stipulate that the statements
7 say that. We stipulate that the Bills of Lading
8 that are not even left with the customer, they are
9 signed when the truck driver brings them back to
10 Bossier City.

11 We stipulate -- we sent over 40
12 stipulations, a couple that say all that's true.

13 We think the question is for the Court,
14 taking that landscape, is the remaining fact
15 question. Because I don't think we ask the jury,
16 "Do you find from a preponderance of the evidence
17 that Harrison Company has standing."

18 THE COURT: Well, I looked that up this
19 morning, and I can't tell yet. I thought it was a
20 question for the Court. Yeah.

21 MR. SWANSON: We both agree -- actually,
22 the one thing the parties agreed on back last --
23 when we filed our cross-motions was that we admit
24 that they say "Imperial." We explain why they say
25 "Imperial." We're not going to ask the jury -- it's

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1 not whether the light was green or red, it's on
2 there. And we don't want people talking about
3 the -- the limiting instruction is, "This means
4 this," the Court gets to decide what a document is.

5 THE COURT: How do you think this plays
6 out in your scenario?

7 MR. SWANSON: I think we stipulate to the
8 admissibility and description of all those exhibits,
9 and they stipulate to the amount. And then we all
10 come to you and say, "Do you think there's a fact
11 question? And, if so, what is it?" Because I don't
12 want to waste the Court's time or these people's
13 time or her time or her clients'.

14 THE COURT: Ms. Lindauer.

15 MS. LINDAUER: I think I heard some sort
16 of motion.

17 THE COURT: Excuse me. One at a time.
18 Slowly.

19 MS. LINDAUER: So let me just address the
20 actual dispute that came up.

21 So we have a stack of invoices that say,
22 "Imperial Trading." And they have a little notation
23 on there that says, "Bossier." All right?

24 So what they want is, when we refer to
25 those exhibits with the jury, we call them the

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1 "Imperial Trading-Bossier invoices."

2 And I said, "Well, why do we have to do
3 that? You can call them whatever you want to call
4 them, and I will call them whatever I want to call
5 them. They are Imperial Trading invoices. Now, you
6 might want to point out to the jury that they say
7 'Bossier' on there and that that has some sort of
8 meaning in the greater context. But I don't think I
9 should be limited to have to say all of these are
10 Imperial Trading-Bossier, they are just Imperial
11 Trading invoices."

12 That was the argument we were having
13 yesterday afternoon.

14 And he said, "Well, the judge said we both
15 have to agree on what we call these documents."

16 THE COURT: No, you don't.

17 MS. LINDAUER: I don't think we need to.
18 You can call them soup to nuts, and I can call them
19 candy. It's just whatever we want to call them. So
20 saying they are Imperial Trading-Bossier, that's
21 fine, that can be his position.

22 So do you understand what the issue is?

23 THE COURT: Yes.

24 MS. LINDAUER: Okay. Got it.

25 MR. SWANSON: Which goes back to if

1 there's no dispute as to the amount due and owing,
2 it goes to the relevance or admissibility of any of
3 those underlying statements.

4 THE COURT: I see the relevance, though.
5 Because they're trying to say that it was you and
6 them, right?

7 MS. LINDAUER: Right.

8 MR. SWANSON: Well, Imperial is not in the
9 courtroom. So you, Harrison, is here, not you,
10 Imperial.

11 THE COURT: Doesn't matter. Imperial is
12 very much in the case.

13 MR. SWANSON: Yeah, right. It doesn't
14 have a claim in the case.

15 THE COURT: No, no, no. But Imperial is
16 part of the fabric of this case.

17 MR. SWANSON: Right. And we've explained
18 that. And I don't think there's a fact dispute as
19 to where Imperial sits in this case.

20 That's where I was going.

21 THE COURT: Ms. Lindauer, where is the
22 fact dispute?

23 MS. LINDAUER: The fact dispute is -- and
24 I think you did a good job of outlining it in the
25 last order that you entered. So I grabbed it, your

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1 memorandum opinion and order -- which is now, by the
2 way on Westlaw. So you made some law there --
3 Document 110. I think you pointed out that there
4 are competing factual elements over the question of
5 who, in fact, were we doing business with and who
6 did we have a responsibility to pay.

7 THE COURT: Yeah.

8 MS. LINDAUER: Let me give you an example.
9 We thought about this a lot.

10 So Verizon and AT&T, these telephone
11 companies, are all the time changing and merging.
12 So you've got --

13 THE COURT: Slow down.

14 MS. LINDAUER: Okay. So you've got your
15 cell phone with Verizon, right? And you deal with
16 Verizon for three or four years. All of a sudden
17 you get a bill from AT&T.

18 AT&T says, "Now pay us on your cell phone
19 bill." And you go and you look and you say, "Oh,
20 there was some kind of transaction between AT&T and
21 Verizon." So you start paying AT&T, and you pay
22 them for a couple years.

23 And then all of a sudden, maybe you quit
24 paying, you can't afford to pay, whatever, and then
25 you get a lawsuit from Verizon, not AT&T.

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1 And you say, "Wait a minute. I thought I
2 owed AT&T. I didn't think I had Verizon anymore.
3 You told me I owed AT&T."

4 That's essentially the dispute here is,
5 who is responsible as far as who -- are we
6 responsible to pay? And when you tell us that this
7 is the responsible party, Imperial. We write you
8 checks. We order goods from you. We do all these
9 things for a couple of years, not just for a moment,
10 for a couple of years. And then you come back and
11 say, "Well, now you're in default. Don't pay
12 Imperial, who you have been dealing with, pay
13 Harrison."

14 THE COURT: Describe for me the fact
15 issues. What's at issue?

16 MS. LINDAUER: So the fact issue, I think,
17 is, when did the relationship -- if it ever ended,
18 when did the relationship between Harrison and A-Z
19 actually end? Did it end when Imperial started
20 sending their invoices and goods? Or did that
21 relationship with Harrison continue even though we
22 were getting documents from Imperial? So I think
23 there's a question about the relationships of these
24 various parties.

25 Our position is, Your Honor, very simple,

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1 that the credit agreement that forms the basis of
2 their claims was between A-Z and Harrison. I don't
3 think there's any dispute about that. We agreed to
4 that exhibit.

5 But at some point, the relationship
6 between A-Z and Harrison stopped, and then A-Z
7 started doing business with Imperial, and there was
8 no subsequent credit agreement.

9 Now, there was an offer of a credit
10 agreement, and that will be some of the testimony.
11 But there was never a signed credit agreement
12 between Imperial and A-Z. So all we have, then, are
13 the invoices.

14 THE COURT: Okay.

15 MS. LINDAUER: So the invoices, in
16 essence, become the contract, if you will, between
17 Imperial and A-Z.

18 THE COURT: This is why I told you this is
19 going to be confusing for the jury.

20 MS. LINDAUER: But I think it's a little
21 common sense, if you think about it. Because,
22 again, go back to my analogy, which is people deal
23 with these issues -- okay, another one. You have a
24 mortgage. Your mortgage is with --

25 THE COURT: I know all this.

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1 MS. LINDAUER: But you see what I'm
2 saying? These companies do this, but at some point
3 that relationship is defined for a period of time,
4 and then this relationship is defined for a period
5 of time --

6 THE COURT: Okay.

7 MS. LINDAUER: -- so. . .

8 THE COURT: Mister -- I'm sorry.

9 MR. SWANSON: Swanson.

10 THE COURT: Mr. Swanson. I'll get used to
11 this.

12 MR. SWANSON: No problem, Your Honor.

13 The problem, if I might point out, with
14 the AT&T/Verizon analogy is it ends with, "I
15 thought." I thought.

16 We're not going to ask, "What did Amar Ali
17 or Barkat Ali or A-Z Wholesalers do for you to find
18 that they thought that?" It's not a predicate
19 element of any claim.

20 THE COURT: Yeah, yeah.

21 MR. SWANSON: So we're not going to ask
22 the thought police on what that thought was.

23 On the credit agreement, we get to choose
24 which contract we're suing on, and we either win or
25 lose on our contract.

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1 What Ms. Lindauer wants to say is, "I
2 don't like that contract. I like to say that the
3 invoices you sent me are my only contract," which
4 then goes to our trial brief we submitted back in
5 January --

6 THE COURT: I've got it. I've got it.

7 MR. SWANSON: -- on that choice of law,
8 where Louisiana says -- and it may or may not
9 matter. But in Louisiana law it really matters,
10 because you can't have an oral credit agreement in
11 Louisiana.

12 I think it's in our reply brief to their
13 response to the motion for summary judgment. I
14 didn't look this morning, but we addressed the Texas
15 version of that, which would be the Statute of
16 Frauds.

17 And I know that -- so I'm not trying to
18 get too deep, but it does matter, because the
19 ultimate issue is not really who they thought they
20 were doing business with. The only reason we're
21 here is to get the guarantor off the liability.
22 That's what the fight's about. Because A-Z's
23 argument is, "We have an oral agreement with
24 Imperial. And, by the way, your guarantor, Mr. Ali,
25 he's not part of that oral agreement, that's just

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1 A-Z."

2 That's what this case is about, is trying
3 to get Mr. Ali off his guarantee. It's not really
4 about all this, "What name is on the truck? What
5 name is on the invoice?" It is, "Do I still -- does
6 my client, Harrison Company, still have a creditor?"

7 THE COURT: What are the fact issues?

8 MR. SWANSON: I don't think there are any.
9 I can't find one. I have scoured.

10 THE COURT: So you are suing on which
11 contract?

12 MR. SWANSON: We are suing on the credit
13 agreement, the March 11, 2011, agreement.

14 THE COURT: 2011.

15 MR. SWANSON: 2011. It says, "Credit
16 Application, Credit Agreement or Agreement Terms and
17 Guarantee." And it's a credit agreement that was in
18 place, and we don't think it's been terminated. The
19 word was used in the response filed this morning to
20 our motion in limine that it lapsed. And once
21 again, I go, "What's the lapse question?" I'm going
22 to ask, "Do you find from a preponderance of the
23 evidence that it lapsed?" I think that would be a
24 question for Your Honor.

25 THE COURT: Okay.

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1 MS. LINDAUER: Can I go back?

2 THE COURT: Go ahead.

3 MS. LINDAUER: So here's -- based on your
4 opinion. So here's the facts.

5 THE COURT: Which one? Which one?

6 MS. LINDAUER: The order that you entered.

7 THE COURT: I entered several orders.

8 MS. LINDAUER: The most recent one.

9 THE COURT: 110.

10 MS. LINDAUER: Yeah, 110.

11 So you talk about standing, right? And
12 there's questions about contractual standing, those
13 issues. But the law is, when you have a dispute
14 over standing, the fact question is, which principal
15 was, in fact, the contracting party? That is the
16 fact question. Which principal is the one that
17 actually had the contract for this particular
18 situation?

19 And that's where you said you thought
20 there were competing facts on both sides of that
21 issue, which -- because if you look at your standing
22 issue, I think it's on page 6.

23 THE COURT: Yeah.

24 MS. LINDAUER: "Genuine dispute of
25 materials whether Harrison has contractual standing.

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1 And therefore you --" so the factual question is,
2 which principal was the contracting party?

3 And based on the law, that actually is a
4 question for the Plaintiff, not the Defendant. The
5 Defendant has to prove it is the party that had the
6 contractual standing. Okay?

7 And so of course our position is, is that
8 when they changed all of their invoices and
9 everything, they took away the Harrison, and they
10 accepted payments under Imperial. So those are the
11 actual facts is -- is, which principal was the
12 contracting party at the very beginning, we know
13 that.

14 THE COURT: The 3/11/11, or something,
15 whatever the contract is?

16 MS. LINDAUER: Right, at the very
17 beginning. And then of course it's our position
18 that that contract -- or testimony would show that
19 that contract was actually paid off.

20 THE COURT: That was Harrison and A-Z,
21 right?

22 MS. LINDAUER: Right. That contract was
23 paid off, and then a relationship existed between
24 Wholesale, A-Z and Imperial. So he's right in a
25 way. I'm not going to disagree with him. Okay?

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1 We think that the original lawsuit they
2 filed in State Court, which was Imperial versus A-Z,
3 was really the correct lawsuit because Imperial --
4 so here's the question. Imperial clearly could have
5 sued on those invoices, right? They nonsuited that
6 action, okay? And then they filed this action in
7 Federal Court involving Harrison, okay?

8 And we brought up to them several times,
9 the reason they don't like the Imperial lawsuit is
10 because there is a question about whether the
11 guarantor -- I will agree with him -- whether the
12 guarantor agreed to guarantee the Imperial invoices
13 or did he simply guarantee the Harrison debt that
14 was then paid off.

15 So that's the fundamental question here
16 really. He's right. I mean, I'm not going to
17 dispute that. I think if they had maintained their
18 Imperial lawsuit in State Court, that would have
19 been probably the right thing to do. But we don't
20 have that, but we do have those exhibits which they
21 have objected to.

22 THE COURT: Mr. Swanson. Go ahead and
23 talk into the microphone.

24 MR. SWANSON: In reverse order, I guess,
25 the nonsuit, the State Court deal, I got involved

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1 after that case was filed. I looked at it. I asked
2 the question and said, "Explain to me the nature of
3 the business." I said, "What's your agreement with
4 them?" It was the March 11, 2011, agreement. I
5 said, "Does Harrison still exist?"

6 He said, "yes."

7 I said, "Then Imperial has no claim --
8 it's on the books of Harrison, it's a receivable of
9 Harrison, Harrison pays its own taxes, Harrison has
10 its own Web."

11 I said, "Well, how did you get to
12 Imperial?"

13 So the bottom line is -- even though I
14 don't think anything about the State Court lawsuit
15 should come in, the bottom line is a mistake was
16 found -- let's just call it a mistake, whether it's
17 the client or the lawyer, it's a mistake. So what
18 do you do to fix the mistake? You nonsuit it,
19 because it's wrong. And you file the legally
20 correct lawsuit, and because it's diversity we filed
21 it in Federal Court. That's the history.

22 And now we're trying to use it as a cudgel
23 to say, "See, it really belongs to Imperial." We
24 corrected the mistake. So that's that part of it.

25 I want to address the Court briefly, if I

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1 may, on 110, and I cross-reference it to --

2 THE COURT: Yeah, what page are you on?

3 MR. SWANSON: I'm on the same page she's
4 on, page 6.

5 On page 3 of our Joint Pretrial Order,
6 they have a contention -- which goes to a lot of
7 stipulations and motions in limine -- which is,
8 "Harrison ceased to exist." For a while they said,
9 "We merged," Harrison merged. And then they dropped
10 that because we didn't merge, and there's no proof
11 we merged. But they still have a contention that
12 Harrison ceases to exist.

13 So then I go to page 6, and I wrote them
14 out and cut them out, and they were: Standing;
15 Capacity; Authority; and Privity. And I worked
16 backwards from our stipulations and objections.
17 Privity of the contract. The parties have agreed to
18 Stipulation Number 6 in the joint pretrial order,
19 which is the contract I'm suing on.

20 The parties have offered a copy of
21 Plaintiff's Exhibit 1 and --

22 THE COURT: Slow down. Start again.
23 Plaintiff's offered a copy --

24 MR. SWANSON: So we stipulated to the
25 contract. They just say that's not the right one,

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1 but they have stipulated to it. It's in my exhibits
2 and theirs, and neither have objected to it. So if
3 we have privity, which is a question for the Court
4 based on the undisputed facts that that's the
5 agreement, I'm Harrison --

6 THE COURT: A-Z.

7 MR. SWANSON: So we have privity. So then
8 the next question becomes standing versus
9 performance or standard versus capacity.

10 THE COURT: You can sit down, Mr. Unis,
11 it's fine.

12 MR. SWANSON: I didn't see him.

13 And so when I was trying to merry
14 harmonize the rulings with the stipulations with the
15 exhibits, I got down to, we have -- each have one
16 contested issue that is close to being the same
17 thing that could, I suppose, be a fact question.
18 Who performed? Who delivered the goods? Who
19 performed? Because we have a contract. It's offer,
20 acceptance, consideration, performance. They
21 admit -- they stipulate --

22 THE COURT: You were the offerer.

23 MR. SWANSON: Yeah, well, they came and
24 asked for credit. And we said, "We will give you
25 credit."

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1 And they said, "Okay, I'm going to buy
2 about a hundred to \$200,000 worth of a cigarettes a
3 week," which they did.

4 THE COURT: Ms. Lindauer, your papers are
5 making noise.

6 MS. LINDAUER: Oh, I'm sorry. I was just
7 trying to flip ahead a little bit.

8 MR. SWANSON: So that's our agreement. "I
9 give you credit. You guarantee that credit. You
10 buy on credit, cigarettes. I deliver those
11 cigarettes. You sell those cigarettes to others,
12 and you pay me." But at some point they stopped.

13 So we have an unpaid balance under that
14 contract, the balance of which we just stipulated
15 to. We've already stipulated to the contract. So
16 if I were to find a fact question, which I don't
17 really think there is one, is did we perform -- do
18 you find from a preponderance of the evidence that
19 Harrison Company delivered the cigarettes?

20 THE COURT: Yeah, yeah.

21 MR. SWANSON: And I don't think the
22 subjective belief that -- it says "Imperial" on the
23 side of the truck. Sure did. It said "Harrison,"
24 too.

25 It said "Imperial" on the Bills of Lading.

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1 Sure did. It said "Bossier," too.

2 So we still lead back to what's the legal
3 import of those things?

4 THE COURT: Ms. Lindauer, anything?

5 I'm going to take a break right now,
6 because I'm going to talk to my clerk a little bit.

7 Anything else?

8 MS. LINDAUER: I think if you look at the
9 First Amended Proposed Jury Questions that we filed
10 this morning, I think that those questions are the
11 right questions, which is: "Was A-Z obligated under
12 the credit agreement to pay Harrison Company, LLC?"

13 Then, "Was A-Z to obligated under the
14 creditor --"

15 THE COURT: Wait, wait, wait. To pay
16 Harrison Company, right?

17 MS. LINDAUER: Right. These are page 9
18 and 10 of our proposed jury questions.

19 THE COURT: I can't find those right now.

20 What was the second question?

21 MS. LINDAUER: The second question is:
22 "Was A-Z obligated under the credit agreement to pay
23 Imperial Trading Company?"

24 Those are very simple questions. I think
25 a jury can understand that. Were they obligated to

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1 pay Harrison, or were they obligated to pay
2 Imperial?

3 And then, if you say, "Yes, they're
4 obligated to pay Harrison," okay. Then, "Did that
5 relationship at some point end?" And that's going
6 to be the testimony. And of course they're going to
7 say, "No, it didn't," and we're going to say, "Yes,
8 it did." So, again, that's the question for the
9 jury. And then, "How much do you find for damages?"
10 We've agreed on a damage amount.

11 And same thing for the guarantor. "Was he
12 obligated under the Harrison agreement?"

13 "Yes or No?"

14 "And was he obligated under some agreement
15 with Imperial?"

16 "Yes or no?"

17 And if he still -- so the question is --
18 it's really a timing question, which is, "Did this
19 relationship ever stop?"

20 They're saying "No," and we say, "Yes."

21 THE COURT: Mr. Swanson.

22 MR. SWANSON: Both examples she gave
23 you -- because I got this this morning, too -- she
24 just asked you to construe the terms of an
25 unambiguous writing. That's a question of law,

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1 that's not a question you ask the jury.

2 THE COURT: Okay. All right. Let's take
3 a short break, and I will be right back.

4 MS. LINDAUER: Thank you, Your Honor.

5 (Recess taken.)

6 THE COURT: I think that Mr. Swanson has
7 the better argument. And I think what I'm going to
8 do is this: I'm going to have them file another
9 summary judgment motion on these issues, because
10 this is really confusing. You respond to it. And
11 if there's anything left, we will have a jury trial.
12 Okay?

13 MS. LINDAUER: Who's filing summary
14 judgment, us or them?

15 THE COURT: Them.

16 MS. LINDAUER: Okay. All right.

17 THE COURT: Right, Mr. Swanson?

18 MR. SWANSON: Yes, Your Honor.

19 By when? When would the Court --

20 THE COURT: Well, I would like it within
21 two weeks or 30 days. Which would you prefer?

22 MR. SWANSON: I'd prefer the 30 days, just
23 because there are other things --

24 THE COURT: All right. Thirty days. The
25 response 21 days after, and then the reply.

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1 MR. SWANSON: Understood, Your Honor.

2 THE COURT: And, you know, I don't want to
3 do this, but I think this is so confusing, and a
4 jury is going to just die when they hear it.

5 And, you know, I think that -- I think we
6 need to just test his legal issues out and see if I
7 think at the end there's a fact issue, because I
8 just don't think there is.

9 Go ahead, Ms. Lindauer.

10 MS. LINDAUER: Couple of things: One,
11 you're not as scary in person as you are in your
12 writings. So I was actually going to go back and
13 report to my clients that I thought there was a good
14 possibility we should let you try the case. Because
15 I do think you would be fair, from what I'm seeing
16 here in court.

17 THE COURT: I would be very fair.

18 MS. LINDAUER: Yeah, right. I just
19 haven't had any experience with you as a judge other
20 than just reading what you write.

21 THE COURT: I thought we had something a
22 long time ago.

23 MS. LINDAUER: Maybe 10 or 15 years ago.
24 Normally, I'm in the Bankruptcy Court, so this is a
25 little different experience.

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1 THE COURT: It was a bleed-off of some
2 bankruptcy matter, I think.

3 MS. LINDAUER: Probably. But
4 irrespective, I was going to go back and report
5 that. So I will let you know an answer today on
6 that, because if you try it, then you could ferret
7 all this out very quickly, I think, and it would
8 literally take a day.

9 THE COURT: Mr. Swanson?

10 MR. SWANSON: We've been out
11 two-and-a-half-million dollars for two years. We're
12 trying to save money. Our witnesses are from New
13 Orleans and Bossier City.

14 Please let us file the motion for summary
15 judgment.

16 MS. LINDAUER: That's fine. That's fine.

17 THE COURT: Thirty days. We will send a
18 schedule out. But, again, I think this case is so
19 confusing with legal issues and fact issues.

20 MS. LINDAUER: Can we have 30 days to also
21 file --

22 THE COURT: You can have 30 days.

23 MS. LINDAUER: -- to also file a summary
24 judgment?

25 THE COURT: Thirty days together, and you

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1 will file them separate. And you respond and you
2 respond.

3 MS. LINDAUER: Okay. And I will let you
4 know probably by Monday, to the extent that you
5 ultimately determine that you find a fact question,
6 whether we would be okay with you handling that. So
7 I'll let you know that, too.

8 THE COURT: Okay.

9 MS. LINDAUER: Because I do think if you
10 heard it, it would be one day, at the most a day and
11 a half. If you do a jury, you're right that could
12 take a week, because they have to have breaks, and
13 they have to have lunch.

14 THE COURT: And COVID stuff.

15 MS. LINDAUER: COVID stuff, too.

16 THE COURT: Mr. Swanson.

17 MR. SWANSON: Nothing further, unless you
18 want me to reaffirm that we will try the case to
19 Your Honor, we would be happy to do that, too, if
20 there's a fact issue.

21 THE COURT: If there's a fact issue. I
22 can't ferret it all out right now. I will ferret it
23 out, and you file the motions, and I will decide
24 from there, and I'm hoping it will be very soon.

25 Thank you very much. We will be in

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1 recess.

2 (Court in recess at 9:46 a.m.)

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1 C E R T I F I C A T E

2 I, Shawnie Archuleta, CCR/CRR, certify
3 that the foregoing is a transcript from the record
4 of the proceedings in the foregoing entitled matter.

5 I further certify that the transcript fees
6 format comply with those prescribed by the Court and
7 the Judicial Conference of the United States.

8 This 7th day of April 2021.

9

10

11 s/Shawnie Archuleta
12 Shawnie Archuleta CCR No. 7533
13 Official Court Reporter
14 The Northern District of Texas
15 Dallas Division

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